AGENDA
VILLAGE BOARD MEETING NUMBER 3344
June 8, 2026 - 7:00 PM
Village Hall - Board Room
300 Plaza Circle, Mundelein, IL 60060

I. CALL TO ORDER

II. ATTENDANCE

III. PLEDGE OF ALLEGIANCE

IV. MINUTES APPROVAL

A. Review and approve meeting minutes

Motion to approve the Board of Trustees Regular meeting minutes from May 11, 2026.

V. PRESENTATIONS / AWARDS

A. **Swearing In** — Battalion Chief James Ketcham

B. AWARD: Excellence in Financial Reporting

C. Mayor's Community Service Award - Mundelein Citizen's Police Academy Alumni Association (MCPAAA)

D. Housing Market Study Presentation

VI. PUBLIC COMMENTARY

VII. PUBLIC HEARINGS

A. Public Hearing - Call to Order the Public Hearing on the FYE2027 Appropriation Ordinance

Motion to Call to Order the Public Hearing on the FYE2027 Appropriation Ordinance.

B. Public Hearing - Presentation - FY2027 Appropriation Ordinance

The motion will be presented in the Board Meeting under the Finance Section.

C. Public Hearing - Public Commentary

D. Public Hearing - Close Public Hearing FYE2027 Appropriation Ordinance

Motion to close the public hearing FYE2027 Appropriation Ordinance.

VIII. MAYOR'S REPORT

A. Proclamation - Loving Day

B. Proclamation - Pride Month

C. Amending Village Code: Contractor Registration

Motion to pass an Ordinance amending Section 5.08.030 of the Mundelein Municipal Code to implement a fee waiver for Village registered businesses and establish a one-year rolling contractor registration term.

D. Professional Services Agreement - Veregy

Motion to approve a FYE 2027 budget amendment for Account 100-240-46410 in the amount of $25,000; adopt a Resolution and ratify the Village Administrator's signature on a Professional Services Agreement; and approve purchase order number 27-01222 in an amount not to exceed $45,000 to Veregy Central, LLC for consulting services.

E. Ordinance Amending Chapter 5.76 for Class R Liquor Licenses

Motion to pass an Ordinance amending Chapter 5.76 of the Mundelein Municipal Code to increase the number of Class R licenses in the Village of Mundelein as it relates to Golf Haus, LLC at 732 South Butterfield Road.

F. Julie Parker Communications, LLC Service Agreement

Motion to adopt a Resolution approving and authorizing the Village Administrator to ratify the signature on a Professional Services Agreement with Julie Parker Communications, LLC, and approving an associated budget amendment for all related services.

IX. TRUSTEE REPORTS

A. Community Happenings Committee (Grieco, Juarez, Lambert)

1. Community Happenings Report from Trustee Grieco

B. Community and Economic Development Committee (Juarez, Schwenk, Grieco)

1. Housing Market Study

Motion to adopt a Resolution accepting the Village of Mundelein Housing Market Study, prepared by Development Planning Partners and Goodman Williams Group.

2. Zoning Ordinance Amendments

Motion to pass an Ordinance amending and restating the Zoning Ordinance, Title 20 of the Municipal Code of Mundelein.

C. Public Works & Engineering Committee (Lambert, Krinski, Juarez)

1. Ordinance Amendment – Addition of Telecommunications Facility Location Standards

Motion to pass an Ordinance Amending Section 14.43.150 of the Mundelein Municipal Code adding new subsection (k): Telecommunications Facility Location Standards.

2. Telecommunications Facilities Right of Way Use

Motion to pass an Ordinance establishing a standard Construction Administration Agreement for Telecommunications Facilities to be used with fiber and telecommunications providers seeking to install facilities in the Village right-of-way, with the Village Administrator authorized to execute such standard Agreements, and in consultation with the Village Attorney, to approve minor deviations from the standard form.

3. Biosolids Removal Services

Motion to approve purchase order number 27-01183 for Biosolids Removal Services from Synagro Central, LLC in the amount of $186,634.70.

4. Water Resource Recovery Facility — Phosphorus Removal Chemical

Motion to adopt a Resolution waiving the bidding requirement, accepting a proposal from Chemtrade Chemicals US LLC. From Detroit, MI, for phosphorus removal chemicals, and approving the purchase order number 27-01186 in the amount of $160,000.00.

5. **Budget Amendment -** FY27 for Remaining Balance of Purchase Order Number 26-00516

Motion to approve a FY27 budget amendment for GL 520-457-48770.000 for the remaining balance of purchase order number 26-00516 in the amount of $70,480.

6. **Budget Amendment** — 500-453-47460 - Sludge Hauling

Motion to approve an FY2026 budget amendment in the amount of $6,759 for account number 500-453-47460 — Sludge Hauling, to cover additional costs incurred during the fiscal year.

7. **Budget Amendment -** FY26 - Consulting Services

Motion to approve a budget amendment of $149,450.00 for FY26 for the staffing contract with Baxter & Woodman. Total expenditures shall not exceed $149,450.00 for the full contract amount.

8. Fireworks Land Use Agreement

Motion to approve the License and Indemnity Agreement between the Village of Mundelein and T2 Courtland Mundelein, LLC and authorize the Village Administrator to execute said Agreement, subject to review and approval of the Village Attorney.

D. Finance Committee (Schwenk, Ugaste, Grieco)

1. FYE2027 Appropriation Ordinance

Motion to pass the Annual Appropriation Ordinance of the Village of Mundelein, Lake County, Illinois for the fiscal year beginning May 1, 2026, and ending April 30, 2027.

2. Red E – Enterprise Software as a Service (SaaS) Agreement/EV Charging Stations

Motion to authorize the Village Finance Director to sign a five-year licensing agreement for Enterprise Software as a Service with Red E for the operation of the EV Charging Stations at Village-owned parking lots.

3. Governing Body

Motion to approve the payment of bills, as indicated in the Governing Body Report for the period between May 12, 2026 and ending June 8, 2026 in the amount of $3,512,375.77.

E. Public Safety Committee (Ugaste, Lambert, Krinski)

1. **Budget Amendment** - FY26 - PBS Collection Fee

Motion to approve an FYE 2026 budget amendment in the amount of $29,400.00 to account 100-324-46418.000 and payment to Paramedic Billing Services of their collection fee.

2. Mundelein Park District Intergovernmental Agreement Amendment with Police Department

Motion to authorize the Mayor to sign the intergovernmental agreement amendment with the Mundelein Park and Recreation District.

F. Building Committee (Krinski, Ugaste, Schwenk)

X. SCHEDULED BUSINESS

A. Omnibus Vote Items

1. Primary Clarifier Study

   Motion to authorize the Director of Public Works & Engineering to sign a professional services agreement with Baxter & Woodman, Naperville, IL, to evaluate the existing conditions of the primary clarifier and authorize purchase order number 27-01181 in an amount not-to-exceed $25,000.

2. GIS Consortium Purchase

   Motion to approve purchase order number 27-01203 and payment in the amount of $156,000.00 to Municipal GIS Partners, Inc. for Geographic Information System (GIS) services through membership in the GIS Consortium (GISC).

3. Network Test Labs LLC / Cyberclan Purchase Order

   Motion to approve purchase order number 27-01227 and payment to Network Test Labs LLC. for annual Veeam Backup and Cloud Storage in the amount of $76,800.

4. Fireworks Purchase Order

   Motion to approve purchase order number 27-01207 and payment in the amount of $40,000 to Mad Bomber Fireworks Productions, La Porte, IN, for fireworks displays.

5. Secondary Clarifier Rebuild Kits

   Motion to approve purchase order number 27-01234 and payment for the Secondary Clarifier Rebuild Kits from Evoqua Water Technologies in the amount of $41,731.10.

XI. OTHER BUSINESS

XII. EXECUTIVE SESSION

A. Motion to recess into Executive Session to discuss pending litigation pursuant to 5 ILCS 120, Section 2(c)(11), land acquisition or sale of property pursuant to 5 ILCS 120, Section 2(c)(5), personnel pursuant to 5 ILCS 120, Section 2(c)(1), and minutes pursuant to 5 ILCS 120, Section 2(c)(21).

B. Motion to reconvene Village Board Meeting

C. Attendance

D. Action from Executive Session

XIII. ADJOURNMENT

A. Motion to Adjourn the Regular Board Meeting

The Village of Mundelein, in compliance with the Americans with Disabilities Act, requests that persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting, or who have questions about the accessibility of the meeting or facilities, to contact the

ADA Coordinator at 847-949-3200 to allow the Village to arrange accommodations for those persons.

CALL TO ORDER

The No. 3343rd Regular Meeting of the Board of Trustees of the Village of Mundelein was held on May 11, 2026 at 300 Plaza Circle, Mundelein. Mayor Meier called the meeting to order at 7:00 PM.

ATTENDANCE

Clerk Walsh took the roll call. It indicated as follows:

Board Attendance
PRESENT: Trustees Grieco, Juarez, Krinski, Lambert, Schwenk, Ugaste, Mayor Meier
ABSENT: None

Village Attendance
PRESENT: Attorney Cahill, Village Administrator Guenther, Assistant Village Administrator Monroe, Finance Director Miller, Fire Chief Lark, Police Chief Seeley, Building Department Director Sellas, Community Development Director Orenchuk, Public Works and Engineering Director Greenfield

PLEDGE OF ALLEGIANCE

Mayor Meier led the Pledge of Allegiance.

MINUTES APPROVAL

Minute review and approval

Motion to approve the regular board meeting minutes from April 27, 2026.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Schwenk
SECONDER:	Trustee Ugaste
AYES:	Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste
NAYS:	None
ABSTAIN:	None

PRESENTATIONS / AWARDS

Liquor License Interest - El Monica's Mexican Restaurant - 839 South Lake Street

The Board will make a recommendation on whether to proceed to the liquor license application stage.
Jennifer Castro spoke regarding the request for a liquor license. El Monicas Mexican Restaurant has been operating in the Village for 26 years. They provide a family

atmosphere and feel a liquor license would make them more completive with the other local restaurants. Their staff and owners have already completed Basset training. The Board was in support of the applicant proceeding and applying for the license. Trustee Lambert pointed out that only accepting vertical IDs is a good thing--it is not required but really helpful in preventing underage drinkers.

PUBLIC COMMENTARY

None

PUBLIC HEARINGS

None

MAYOR'S REPORT

Cancel May 25, 2026 Board Meeting

Motion to adopt a Resolution canceling the Village Board Meeting of May 25, 2026, and authorizing the Village Administrator to approve payment of bills between the period of May 12, 2026 and June 8, 2026.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Arnold Krinski
SECONDER:	Trustee Jennifer Grieco
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Meeting Call - Public Hearing on June 8, 2026 at 7:05 PM at the Village Hall, 300 Plaza Circle, Mundelein, to discuss the Budget Appropriation Ordinance.

Proclamation - EMS Week

May 17-23, 2026. They provide a large service to the public amounting to thousands of hours.

Proclamation - Public Works Week 2026

May 17-23, 2026. They are responsible for rebuilding, improving and protecting the Village's transportation, water supply, water treatment, buildings and other structures essential to our residents.

Proclamation - Building Safety Month

Our Village realizes the importance of ensuring the safe construction of our

buildings."Built To Last" is this year's theme.

Proclamation - Recognizing the Economic Development Commission

The EDC served as a vital advisory board to the Village. The Commission has championed transformative initiatives, including the Business Incentive Grant (BIG) Program, Sign Modification Program, Business Networking, Broker and Developer Forums, Gold Star Awards, and business visits.

Proclamation - Crossing Guard Appreciation Day

Crossing guards play an integral role in our communities. Approximately 34,000 children under the age of fourteen suffer from motor vehicle related pedestrian injuries every year, and more than half of those injuries require hospitalization. Many of these injuries could be avoided if children are taught to look both ways before crossing streets and other safety actions. May 19 is proclaimed as Crossing Gurard Appreciation Day.

Proclamation - Recognizing May as ALS Awareness Month

Amyotrophic Lateral Sclerosis (ALS), or Lou Gehrig's disease, is a neurodegenerative disease that robs people of their ability to walk, talk, eat, and breathe. Some persons living with ALS can also develop Frontotemporal Lobe Dementia (FTD). There is no cure. At any time, there are 6,000 Americans living with ALS.

Creation of a Class S Liquor License—Distillery

Motion to pass an ordinance amending Chapter 5.76 and Chapter 3.80 of the Mundelein Municipal Code to create a new Class S Distillery License, and a corresponding fee, and to authorize the issuance of a Class S License to NorthShore Distillery.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Arnold Krinski
SECONDER:	Trustee Daniel Juarez
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Amending Chapter 5.76 of the Municipal Code for Class F Liquor Licenses

Motion to pass an Ordinance amending Chapter 5.76 of the Mundelein Municipal Code to decrease the F licenses authorized as it relates to Mexican Grill Los Magueyes, LLC owned by Modesta Garica and increase the F licenses authorized as it relates to Los Magueyes Mexican Grill, LLC owned by Martiniano Atilano Moralez and Rigoberto Ordaz Vargas at 660 South Lake Street in the Village of Mundelein.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**

MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Lease Agreement Amendment 2- ICR24/7

Motion to adopt a Resolution Approving and Authorizing the Execution of Amendment # 2 to the Lease Between the Village of Mundelein, as Lessor and ICR24/7 Inc., as Lessee.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Jennifer Grieco
SECONDER:	Trustee Arnold Krinski
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Archer Business Center- Storage Lease

Motion to adopt a Resolution authorizing the Village of Mundelein to enter into a Storage Lease Agreement with UBER, ISP. at 165 North Archer Avenue, Mundelein, IL.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Jennifer Grieco
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

TRUSTEE REPORTS

Community Happenings Committee (Grieco, Juarez, Lambert)

Community Happenings Report from Trustee Grieco

Community Happenings – May 2026

We are heading into a busy and exciting season in Mundelein…

Wednesday, May 13, 2026

Park on Park returns from 4:00 PM to 8:00 PM on Seymour Avenue and Park Street. Come out and enjoy live music, local food, shopping, and a great community atmosphere as we kick off another season downtown.

Friday, May 15, 2026
Cop on the Roof returns in support of the Special Olympics at all Mundelein Dunkin' Donuts locations. Stop by for coffee, a donut, and help support an incredible cause alongside our local law enforcement officers.

Saturday, May 16, 2026
The Public Works Open House will take place from 10:00 AM to 1:00 PM at 801 Allanson Road. This is a great opportunity for residents and families to learn more about the important work our Public Works Department does every day to keep Mundelein running smoothly.

Sunday, May 24, 2026
Concerts in the Park begin again for the summer season. The Mundelein Jazz Ensemble will kick things off.

Monday, May 25, 2026
Please note the Village Board Meeting is canceled in observance of Memorial Day.

As we approach Memorial Day, I would also like to take a moment to recognize and thank all of our veterans and active military members. Memorial Day reminds us to honor those who gave their lives in service to our nation and to remember the freedoms we enjoy because of them. We are grateful for all who have served.

Saturday, May 30, 2026
The Beautification Committee will host "Spring Into Summer" at Tighthead Brewing Company from noon to 4:00 PM. Please come out and support this great community event.

I also want to give a special shout-out to the Beautification Committee for their amazing community cleanup and flower planting event this month. Over 60 volunteers came out to help beautify Mundelein.

We have three new businesses in town:

- **EME LLC. -** 906 Tower Road - They are a meat processor.
- **Mariposa Nails & Beauty Bar -** 824 North Lake Street - Pedicures and manicures
- **Rocky Blue and Grooming Spa -** 143 North Seymour Avenue - They are a family owned, appointment-based dog grooming salon.

Community and Economic Development Committee (Juarez, Schwenk, Grieco)

Local Chamber Membership Grant Program

Motion to adopt a Resolution approving and authorizing the Local Chamber Membership Grant Program through the Village Board of Trustees and repealing prior authorization.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Daniel Juarez
SECONDER:	Trustee Erich Schwenk
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

S.T.A.R. Business Grant Program

Motion to pass an Ordinance approving and authorizing the S.T.A.R. Business Grant Program and repealing prior ordinances.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Daniel Juarez
SECONDER:	Trustee Arnold Krinski
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Station 250 Transferee Assumption Agreement

Motion to pass an Ordinance Approving a Transferee Assumption Agreement for Station 250, 250 Plaza Circle, to BR Station 250 Multifamily, DST, Subject to Conditions.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Daniel Juarez
SECONDER:	Trustee Jennifer Grieco
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Public Works & Engineering Committee (Lambert, Krinski, Juarez)

Budget Amendment 294-294-46620 - MT Building & Grounds

Motion to approve an FYE2026 budget amendment for account number 294-294-

46620 - MT Building & Grounds in the amount of $11,610 for the emergency roof repairs to the ABC Building.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Kara Lambert
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

FY27 Concrete Curb and Sidewalk Program

Motion to adopt a resolution waiving bids, accepting a proposal from Schroeder & Schroeder Inc, Skokie, IL, for concrete repair services, and approving purchase order number 27-01090 in the amount of $210,000.00

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Kara Lambert
SECONDER:	Trustee Jennifer Grieco
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

FY27 Tree Removal and Trimming Services

Motion to adopt a resolution waiving bids, accepting a proposal to extend the contract for two years from NEDCO, LLC (dba Sawvell Tree Service), Mundelein, IL, for contractual tree removal and maintenance services, and approving purchase order number 27-01085 in the amount of $50,000.00

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Lambert
SECONDER:	Trustee Grieco
AYES:	Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste
NAYS:	None
ABSTAIN:	None

Trustee Schwenk noted that this company has not raised their prices in a really long time.

FY27 Custodial Services

Motion to adopt a Resolution waiving bids, authorizing the Director of Public Works to sign the custodial services contract extension between the Village of Mundelein and Best Quality Cleaning, LLC, Franklin Park, IL, and approving purchase order number 27-01084 the amount of $88,900.00.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**

MOVER:	Trustee Kara Lambert
SECONDER:	Trustee Daniel Juarez
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

FY27 Bulk Rock Salt

Motion to adopt a Resolution approving the Bulk Rock Salt Contract between the Village of Mundelein and Compass Minerals America Inc., of Overland Park, Kansas.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Kara Lambert
SECONDER:	Trustee Daniel Juarez
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

FY27 Landscape Maintenance

Motion to adopt a Resolution waiving bids, authorizing the Director of Public Works and Engineering to sign the landscape maintenance service contract extension between the Village of Mundelein and LandCare USA, LLC., Park City, IL, and approving purchase order number 27-01092 the amount of $250,000.00

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Kara Lambert
SECONDER:	Trustee Erich Schwenk
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

McKinley Avenue Reconstruction Design Engineering Services

Motion to authorize the Director of Public Works and Engineering to sign the proposal for the design engineering services agreement for the McKinley Avenue Roadway Reconstruction project and approve purchase order number 27-01113 for Gewalt Hamilton Associates, Inc. for the amount of $146,260.00.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Kara Lambert
SECONDER:	Trustee Daniel Juarez
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Mayor Meier commented that this a long time coming and there will be an open house this summer for residents to view and comment on the designs.

2026 (FY27) Construction Engineering Services - Infrastructure

Motion to approve purchase order number 27-01115 for Gewalt Hamilton Associates for the construction observation of the 2026 (FY27) Infrastructure Improvement Project in the amount of $50,810.00.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Lambert
SECONDER:	Trustee Krinski
AYES:	Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste
NAYS:	None
ABSTAIN:	None

Bid Award - Wellington Avenue Drainage Improvements

Motion to adopt a resolution accepting the proposal and authorizing the execution of a contract for Wellington Avenue Drainage Improvements with Herky's Trucking, Inc., of Lake Bluff, IL, and approving a purchase order number 27-01126 in the amount of $102,593.37

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Kara Lambert
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Budget Amendment — 500-451-46410.000 - Consulting Services

Motion to approve a budget amendment of $9,600 and purchase order number 26-01147 for the staffing contract with Baxter & Woodman, the total expenditures should not exceed $140,200 for the full contract amount.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Kara Lambert
SECONDER:	Trustee Jennifer Grieco
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Archer Business Center and Well and Lift Station Roofing Improvements

Motion to adopt a resolution, authorizing the Director of Public Works and Engineering to sign a contract for Roofing Material and Services through Garland/DBS with work being completed by CIC Corporation, and approving purchase order number 27-01123

in the amount of $804,000.00

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Kara Lambert
SECONDER:	Trustee Arnold Krinski
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Light Pole Painting - Proposal Award

Motion to adopt a resolution waiving bids, accepting a proposal from CertaPro Painters, Libertyville, IL, for light pole painting, and approving a purchase order number 27-01124 in the amount of $35,600.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Kara Lambert
SECONDER:	Trustee Arnold Krinski
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

2026 (FY27) Road Rehabilitation Project - Construction Contract Award

Motion to accept all submitted bids and to award a contract and approve purchase order number 27-01146 to Campanella & Sons, Inc. in the amount of $3,187,581.15 subject to receipt of required bonding and insurance for the 2026 (FY27) Road Rehabilitation project and authorize the Director of Public Works and Engineering to sign said contract.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Kara Lambert
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Finance Committee (Schwenk, Ugaste, Grieco)

Governing Body

Motion to approve the payment of bills, as indicated in the Governing Body Report for the period between April 28, 2026 and ending May 11, 2026 in the amount of

$1,255,862.36.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Kara Lambert
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Public Safety Committee (Ugaste, Lambert, Krinski)

Amending Chapter 2.36 of the Mundelein Municipal Code Regarding the Fire Department

Motion to pass an ordinance amending Chapter 2.36 of the Mundelein Municipal Code with respect to full-time firefighter paramedics.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Tony Ugaste
SECONDER:	Trustee Arnold Krinski
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Amending Chapter 2.40 of the Mundelein Municipal Code, Police Department, with Respect to Full-Time Police Officers

Motion to pass an Ordinance amending Chapter 2.40 of the Mundelein Municipal Code, Police Department, with respect to full-time police officers.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Tony Ugaste
SECONDER:	Trustee Jennifer Grieco
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Agreement between the Village of Mundelein and Metro Paramedic Services

Motion to adopt the resolution authorizing the Mayor and Clerk to sign the year two of three Paramedic Services Agreement between the Village of Mundelein and Metro Paramedic Services, subject to final attorney review and approval and approval of purchase order number 27-01099 in the amount of $562,059.87.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**

MOVER:	Trustee Tony Ugaste
SECONDER:	Trustee Jennifer Grieco
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Agreement between the Village of Mundelein and the Village of Libertyville regarding the use of the Mundelein Police Department facilities

Motion to adopt the resolution authorizing the Mayor and Clerk to sign the agreement between the Village of Mundelein and the Village of Libertyville regarding the use of Mundelein Police Department facilities.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Tony Ugaste
SECONDER:	Trustee Jennifer Grieco
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Village of Mundelein Emergency Operations Plan

Motion to authorize the Mayor and the Department Heads to sign the updated Emergency Operations Plan for the Village of Mundelein that has been approved by the Lake County Emergency Management Agency.

RESULT:	**Passed [Yes 0, No 0, Abstained 0]**
MOVER:	Trustee Tony Ugaste
SECONDER:	Trustee Kara Lambert
AYES:	None
NAYS:	None
ABSTAIN:	None

Building Committee (Krinski, Ugaste, Schwenk)

None

SCHEDULED BUSINESS

Omnibus Vote Items

Trustee Schwenk read a list recapping the many contracts that are in place through out the year.

LaLuzerne and Smith Services

Motion to approve purchase order number 27-01003 and payment of $140,000 to LaLuzerne & Smith for FY27 legal services for the police department.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Northeastern Illinois Regional Crime Laboratory Services

Motion to approve a purchase order number 27-01009 and payment in the amount of $50,340.00 to the Northeastern Illinois Regional Crime Laboratory for forensic services.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Motorola Solutions - Starcom21

Motion to approve purchase order number 27-01002 and payment in the amount of $40,000 for Motorola Solutions for FY2027 Starcom Radio services for the Police Department.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

AXON Body Worn, Fleet and ALPR Camera Storage

Motion to approve purchase order number 27-01005 and payment in the amount of $151,500 to AXON Enterprises for year five of the five-year agreement and purchase contract.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste

NAYS:	None
ABSTAIN:	None

Purchase of Annual Flock LPR Service Subscription

Motion to approve purchase order number 27-01004 and payment to Flock Safety in the amount of $39,000.00 for the annual LPR camera services subscription.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Lake Consolidated Emergency Communications (LakeComm)

Motion to approve purchase order number 27-01012 and payment in the amount of $685,000.00 to Lake Consolidated Emergency Communications for dispatch services for the Mundelein Police Department for May 1, 2026, through April 30, 2027.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Motorola - Smart Services

Motion to approve purchase order number 27-01008 and payment in the amount of $23,000.00 to Motorola for Smart Services for FYE 2027.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Toshiba 2026/2027 Standing Purchase Order

Motion to approve purchase order number 27-01041 and payment in the amount of $28,000 to Toshiba for the annual copier lease and maintenance.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste

AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

LaLuzerne & Smith 2026/2027 Standing Purchase Order (FOIA)

Motion to approve purchase order number 27-01043 and payment in the amount not to exceed $45,000 to LaLuzerne & Smith, LTD. for 2026/2027 Legal Services.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Zukowski Rogers Flood McArdle 2026/2027 Standing Purchase Order

Motion to approve purchase order 27-01044 and payment not to exceed $240,000 to Zukowski Rogers Flood McArdle for 2026/2027 Legal Fees.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Municipal GIS Partners, Inc. 2026/2027 Standing Purchase Order

Motion to approve purchase order number 27-01045 and payment not to exceed $30,000 to Municipal GIS Partners, Inc. for Annual MGP M365 Governance Implementation and Training.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Cyberclan 2026/2027 Standing Purchase Order

Motion to approve purchase order number 27-01046 and payment in the amount not to exceed $133,000 to Cyberclan for consulting services.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**

MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

BS&A Financial Software 2026/2027 Standing Purchase Order

Motion to approve purchase order number 27-01049 and payment in the amount not to exceed $63,000 to BS&A Intermediate LLC. for Financial Software.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

BS&A Community Development Software 2026/2027 Standing Purchase Order

Motion to approve purchase order number 27-01053 and payment in the amount not to exceed $29,930 to BS&A for Community Development software.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Amalgamated Bank Debt Service

Motion to approve purchase order number 27-01048 in the amount of $2,673,231.00 to Amalgamated Bank of Chicago for Debt Service Payment.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Daniel Beelow Sales Tax Rebate

Motion to approve purchase order number 27-01054 in the amount of $540,000.00 to

Daniel Beelow for Sales Tax Rebate.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Convergint Technologies 2026/2027 Standing Purchase Order

Motion to approve purchase order number 27-01078 and payment not to exceed $81,900 to Convergint Technologies for hardware support for access control doors & panels village wide.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

DR Horton TIF 4 Note

Motion to approve purchase order number 27-01055 in the amount of $500,000.00 to DR Horton for the TIF 4 Note Payment.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Administrative Consulting Specialists 2026/2027 Standing Purchase Order

Motion to approve purchase order number 27-01079 and payment in the amount of $20,000 to Administrative Consulting Specialists for Grant Writing Consultants.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste

NAYS:	None
ABSTAIN:	None

EREG Dev TIF 2 Note

Motion to approve purchase order number 27-01063 in the amount of $33,000.00 to EREG Dev for TIF 2 Note Payment.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Fremont Library TIF Reimbursement

Motion to approve purchase order number 27-01064 in the amount of $30,000.00 to Fremont Library for TIF Reimbursement.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Infosend - Utility Billing Postage/Printing Services

Motion to approve purchase order number 27-01066 in the amount of $65,000.00 to Infosend for Utility Billing Postage and Printing Services.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

IRMA Annual Contribution

Motion to approve purchase order number 27-01069 in the amount of $536,000.00 to

IRMA for the Annual Contribution.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Jewel Sales Tax Rebate

Motion to approve purchase order number 27-01067 in the amount of $270,000.00 to Jewel for Sales Tax Rebates.

Lake Hawley Sales Tax Rebate

Motion to approve purchase order number 27-01068 in the amount of $40,000.00 to Lake Hawley for Sales Tax Rebates.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Lauterbach & Amen Audit Services

Motion to approve purchase order number 27-01070 in the amount of $45,400.00 to Lauterbach & Amen for Audit Services.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Morris Station TIF 2 Note

Motion to approve purchase order number 27-01071 in the amount of $415,000.00 to Morris Station for the TIF 2 Note.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Mundelein School District 75 TIF 2 & 3

Motion to approve purchase order number 27-01072 in the amount of $120,000.00 to Mundelein School District 75 for TIF 2 & 3.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Mundelein Downtown Properties TIF 2 Note

Motion to approve purchase order number 27-01073 in the amount of $852,000.00 to Mundelein Downtown Properties for the TIF 2 Note.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Mundelein High School TIF 2 & 3

Motion to approve purchase order number 27-01074 in the amount of $200,000.00 to Mundelein High School for the TIF 2 & 3.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**

MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

NICASA - Deflection Grant

Motion to approve purchase order number 27-01075 in the amount of $175,000.00 to NICASA for the Deflection Grant.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Station 250 TIF 3

Motion to approve purchase order number 27-01076 in the amount of $700,000 to Station 250 for the TIF 3 Note.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Fire Department Motorola Starcom Radio Services

Motion to approve purchase order number 27-01095 in the amount of $20,000.00 for FY27 Starcom radio service fees.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Fire Department Dispatch Service Fees to LakeComm

Motion to approve purchase order number 27-01094 in the amount of $170,000.00 to LakeComm for dispatching services for the Fire Department.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Diamond Lake School Distr 76 TIF 2 & 4

Motion to approve purchase order number 27-01104 in the amount of $340,000.00 to Diamond Lake School District 76 for the TIF 2 and 4 Note Payments.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

2026 Mosquito Control Program

Motion to approve the Mosquito Control Program Agreement and purchase order number 27-01083 with Clarke Environmental for $75,000.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

FY27 Pavement Rejuvenation Program

Motion to approve purchase order number 27-01087 in the amount of $67,000 to Corrective Asphalt Materials, Sugar Grove, IL, for the contractual pavement rejuvenation program.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste

NAYS:	None
ABSTAIN:	None

FY27 Street Sweeping

Motion to approve purchase order number 27-01089 in the amount of $57,000 to TKG Environmental Services, Waukegan, IL, for contractual street sweeping services.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

FY27 Crack Sealing Program

Motion to approve purchase order number 27-01093 for contractual crack sealing services by Patriot Pavement Maintenance, Des Plaines, IL, in the amount of $38,000.00.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

FY27 Pavement Marking Program

Motion to approve purchase order number 27-01086 for contractual road striping services by High Star Traffic, Bartlett, IL, in the amount of $30,000.00.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Daniel Beelow Sales Tax Rebate FY2026

Motion to approve purchase order number 26-01106 in the amount of $200,000.00 to Daniel Beelow for Sales Tax Rebates FY2026.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste

AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Fire Department Ambulance Billing Service Fees

Motion to approve purchase order number 27-01096 to Paramedic Billing Services in the amount of $59,000.00 for FY27 ambulance billing service fees.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Mundelein Community Connection

Motion to approve purchase order number 27-01081 in the amount of $20,000 for the Annual Mundelein Community Connection contribution.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

FY27 Cityworks Support Services

Motion to approve purchase order number 27-01125 in the amount of $37,000 to Ritter GIS, Northville, MI, for asset management software support services.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

FY27 Asset Management - Cityworks Software

Motion to approve purchase order number 27-01131 and payment for CityWorks asset management software, provided by Azteca Systems Holdings, LLC, of Sandy, UT, in the amount of $76,072.00.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**

MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Police Department Range Maintenance

Motion to approve purchase order number 27-01013 and payment to Best Technology Systems in the amount of $22,400.00 for the annual range maintenance services.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Paylocity Corp

Motion to approve purchase order number 27-01129 and payment in the amount of $85,500 to Paylocity Corp.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Illinois Department of Employment Security (IDES)

Motion to approve purchase order number 27-01130 and payment in the amount of $20,000 to Illinois Department of Employment Security (IDES).

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Intergovernmental Personnel Benefit Cooperative (IPBC)

Motion to approve purchase order number 27-01127 and payment in the amount of $5,100,000 to the Intergovernmental Personnel Benefit Cooperative (IPBC).

Bestco UA

Motion to approve purchase order number 27-01128 and payment in the amount of $171,000 to Bestco UA.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

OTHER BUSINESS

EXECUTIVE SESSION

Motion to recess into Executive Session to discuss pending litigation pursuant to 5 ILCS 120, Section 2(c)(11), land acquisition or sale of property pursuant to 5 ILCS 120, Section 2(c)(5), personnel pursuant to 5 ILCS 120, Section 2(c)(1), and minutes pursuant to 5 ILCS 120, Section 2(c)(21).

Motion to reconvene Village Board Meeting

Attendance

Action from Executive Session

ADJOURNMENT

Adjourn the Regular Board Meeting

Motion to Adjourn the Regular Board Meeting.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tony Ugaste

AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

The regular Board Meeting was adjourned at 7:42 PM.

_____

Village Clerk

VILLAGE OF
Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Linda Miller, Finance Director

For: Village Board Meeting of June 8, 2026

Subject: AWARD: Excellence in Financial Reporting

Financial Impact:
N/A

Attachments:
1. Certificate of Achievement for Excellence in Financial Reporting - 04.30.25

Background:
The Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to the Village of Mundelein for its annual comprehensive financial report for the fiscal year ended April 30, 2025. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Recommendation:

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Village of Mundelein
Illinois

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

April 30, 2025

and issued to the public 190 days after the fiscal year end

Christopher P. Morrill

Executive Director/CEO

GOVERNMENT FINANCE OFFICERS ASSOCIATION

NEWS RELEASE

FOR IMMEDIATE RELEASE

5/5/2026

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
Email: mlevine@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **Village of Mundelein** for its annual comprehensive financial report for the fiscal year ended April 30, 2025. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 25,000 members and the communities they serve.

VILLAGE OF
Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Amanda Orenchuk, Director of Community Development

For: Village Board Meeting of June 8, 2026

Subject: Housing Market Study Presentation

Financial Impact:
N/A

Attachments:
1. Mundelein Village Board Deck

Background:
The Village of Mundelein has experienced sustained residential growth since 2005. Recent development activity, particularly within the downtown and transit-oriented districts, reflects a market that is both active and changing. At the same time, the Village is at an important inflection point. Remaining opportunity sites, including key downtown and transit-accessible locations, present opportunities for new development and investments. Hearing the inquiries about viability for future projects, the Village contracted with Development Planning Partners (DPP), in collaboration with Goodman Williams Group (GWG), to prepare this Housing Market Study.

As indicated in the Introduction, the study is intended to provide an objective, market-based framework to guide future development decisions, inform policy discussions, and support productive engagement with the development community.

The primary purpose of this Housing Market Study is to provide the Village with a clear and actionable understanding of its housing market, both today and over the coming decade. The analysis evaluates current housing conditions, demographic and economic trends, and the relationship between housing supply and local demand. It identifies areas where the existing housing stock aligns with, or diverges from, the needs of residents and the workforce, and highlights opportunities across housing types, price points, and target market segments.

A central component of the study is a forward-looking housing demand forecast for the 2025 to 2035 period, supported in part by a detailed evaluation of development potential within key downtown and transit-oriented sites. The study is designed to function not only as an internal planning tool, but

also as a practical, developer-facing resource that helps answer real-world questions about market feasibility and capacity.

A brief presentation of the summary of findings will be made to the Village Board.

Recommendation:

Village of Mundelein

Housing Market Study

Findings, Conclusions, & Strategic Opportunities

Village Board Presentation

Prepared by: **Development Planning Partners**
Goodman Williams Group

DEVELOPMENT PLANNING PARTNERS

GOODMAN WILLIAMS GROUP
REAL ESTATE RESEARCH

Study Purpose & Framework

Focus on achievable, market-supported housing growth through 2035

Market Conditions

Evaluate current housing market conditions

Housing Demand

Understand future housing needs and gaps

Strategic Opportunities

Identify strategic housing opportunities and tools

Recommendations

Support informed policy, planning, and redevelopment decisions

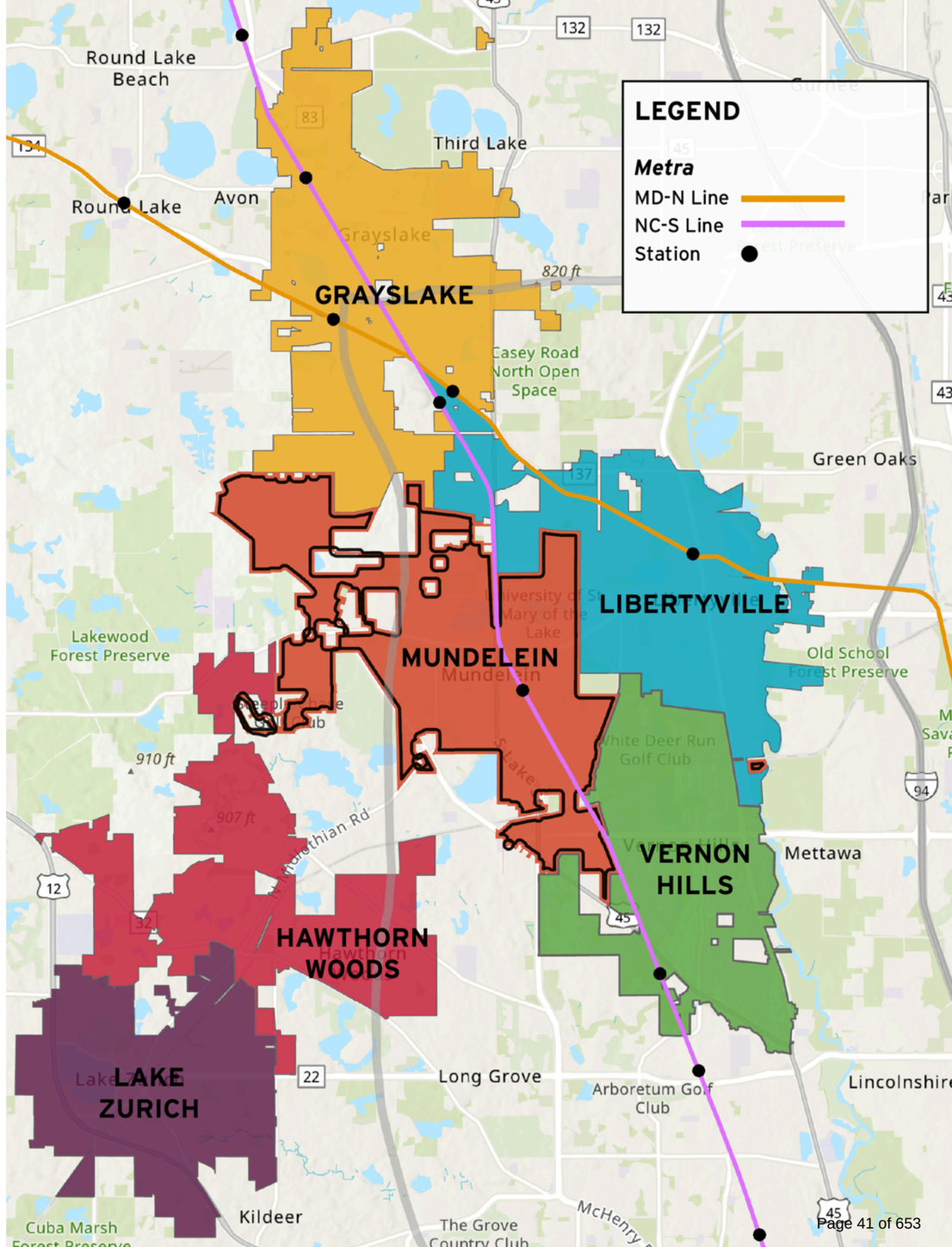
Key Market Context

One of the strongest housing markets in Lake County

Regional employment and transportation support demand

More attainable market than many closer-in communities

Recent strong development activity



Household Growth Trends

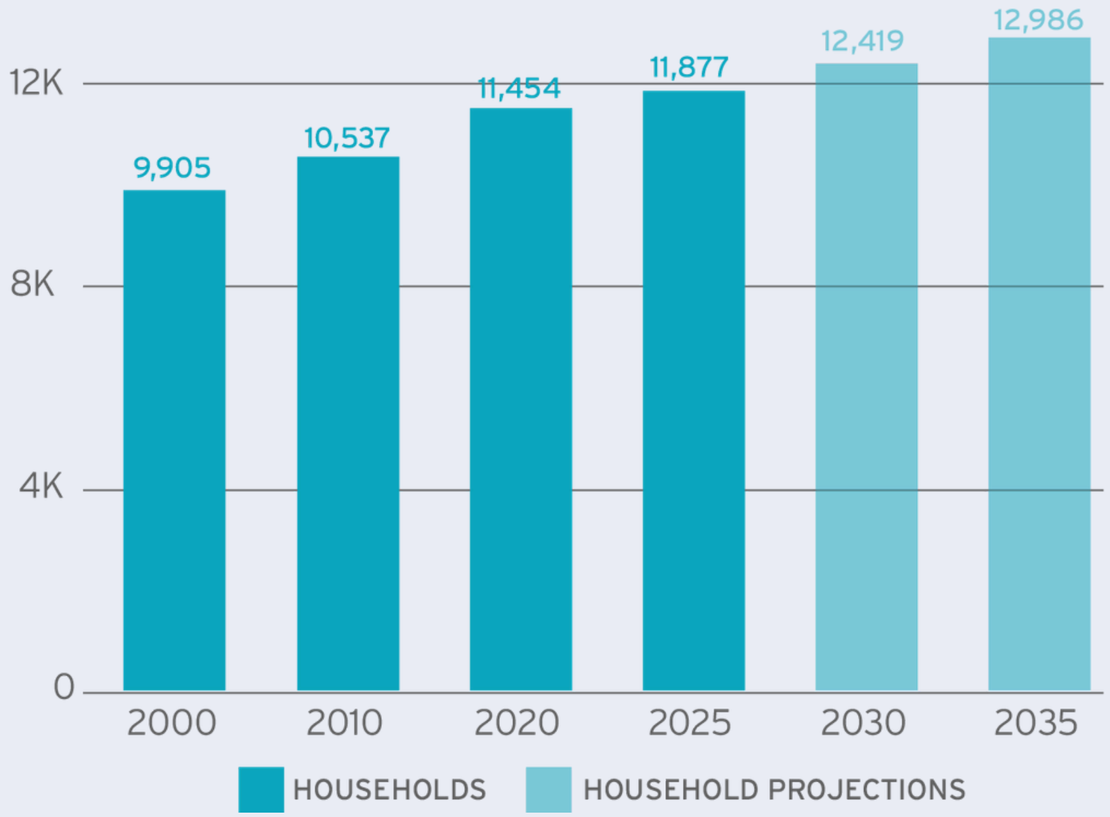
More than 1,100 new households projected over the next decade

Growth rate exceeds PMA and Lake County

Growth includes local household formation and in-migration

Result: steady demand for new housing

Mundelein Houshold Growth & Projections



Source: US Census 2000, 2010, 2020, Esri: 2025, 2030, 2035

New Housing Demand

Supportable Demand

1,100 to 1,460 NEW HOUSING UNITS

by 2035

- **Approximately 110 to 150 units annually**
- **Rental housing represents largest share of demand**
- **Strong opportunity for attached housing, indluding townhomes**

Mundelein Housing Demand by Tenure, 2025 - 2035

Growth-Supportive Scenario

Source: Development Planning Partners

Key Housing Needs, Opportunities & Market Gaps

Need for broader housing choices

Downtown and Transit-Oriented

Multifamily Rental Apartments

Rent and Owned Townhomes

Workforce and Income Restricted

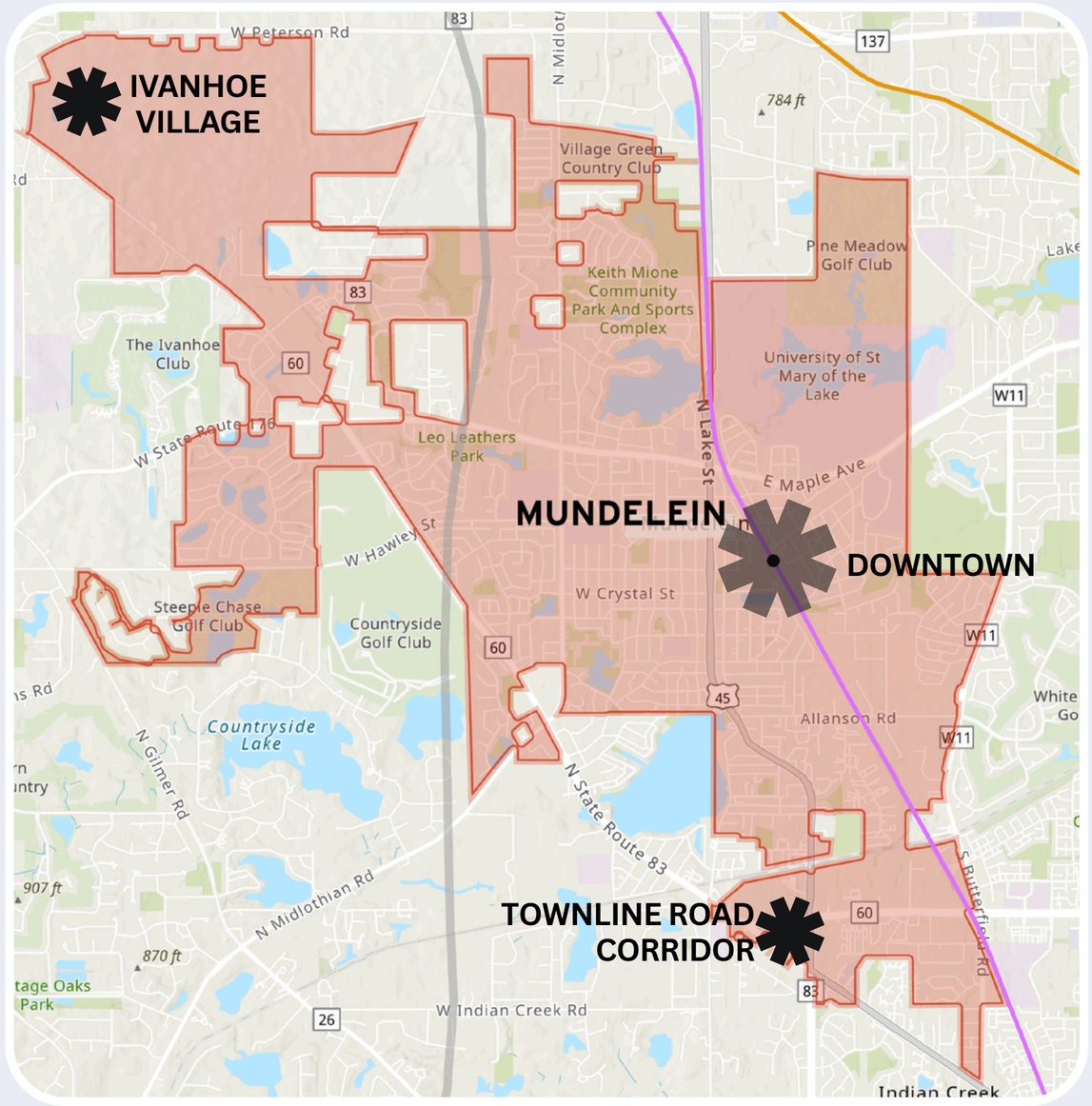
Variety of ages & Household Types

Long-Term Growth & Future Development Context

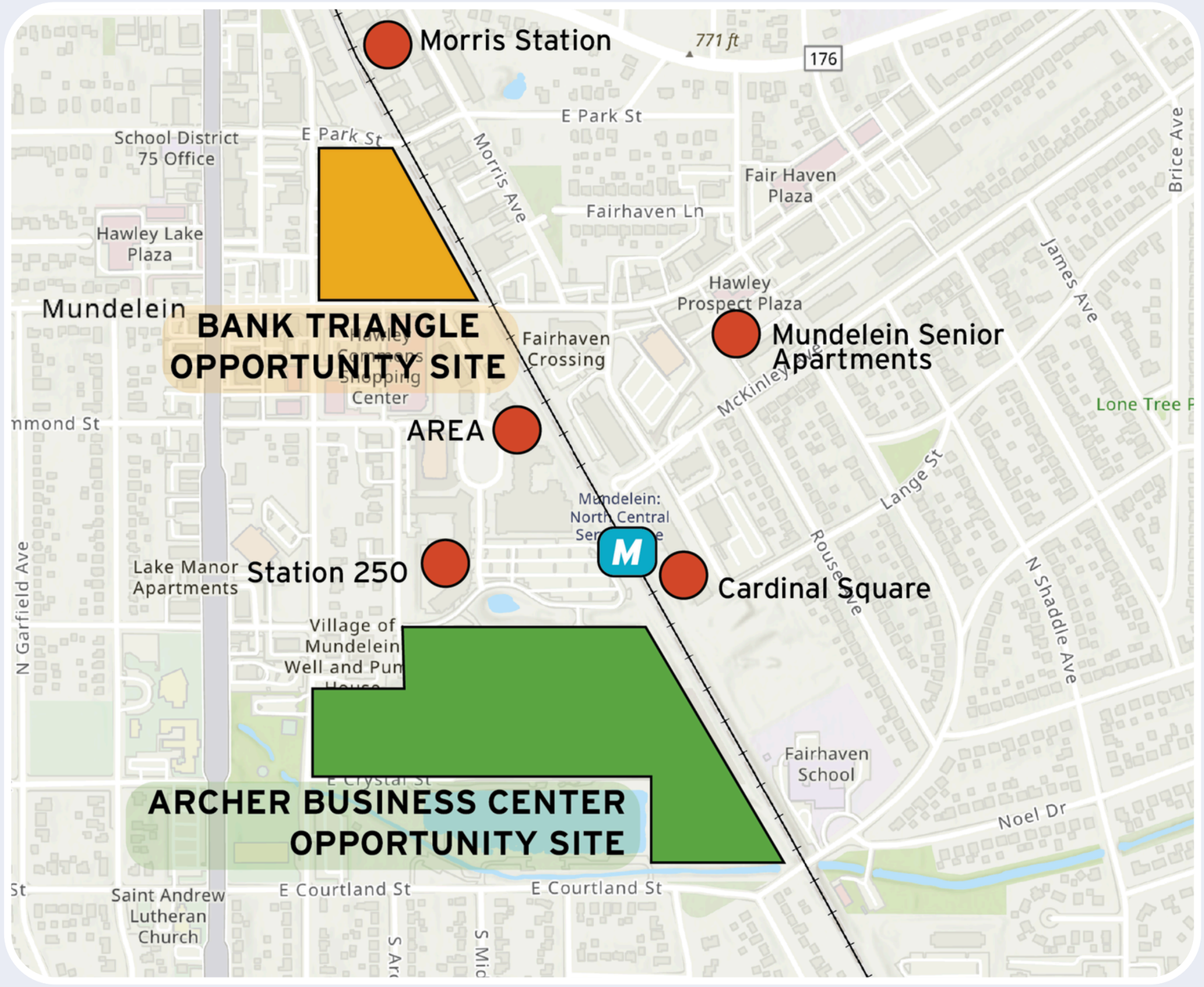
Downtown represents the most significant near-term opportunity for growth

Townline Road corridor important for achieving housing goals

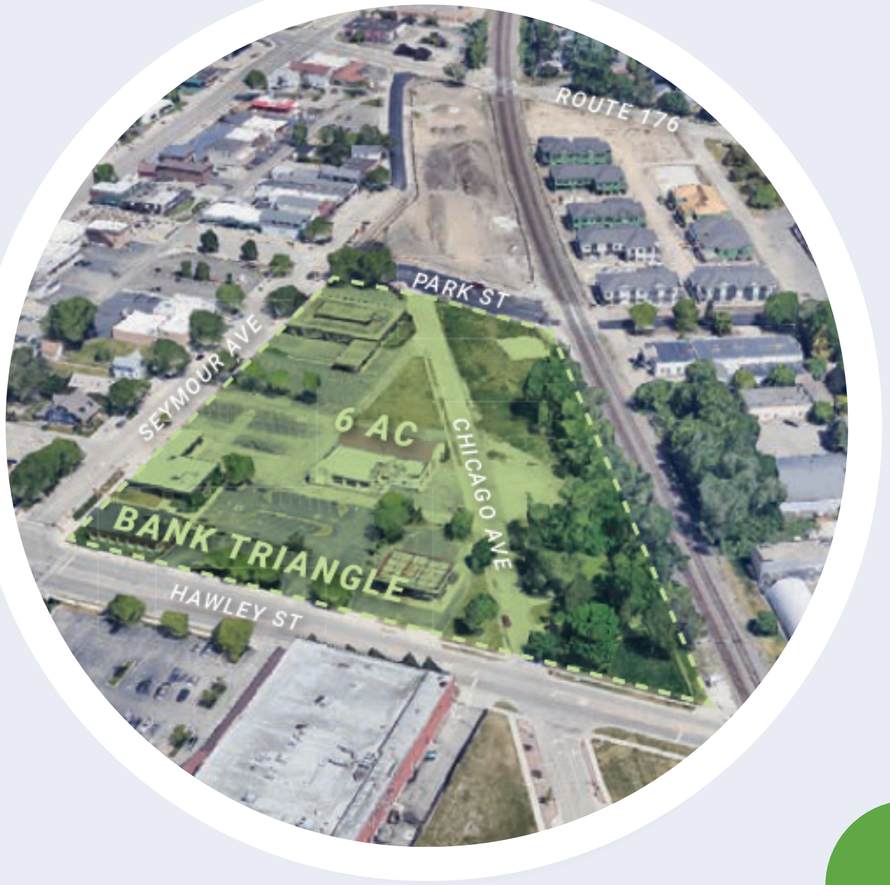
Ivanhoe Village represents a significant long-term housing opportunity



Downtown Strategic Opportunities



Bank Triangle Opportunity Site

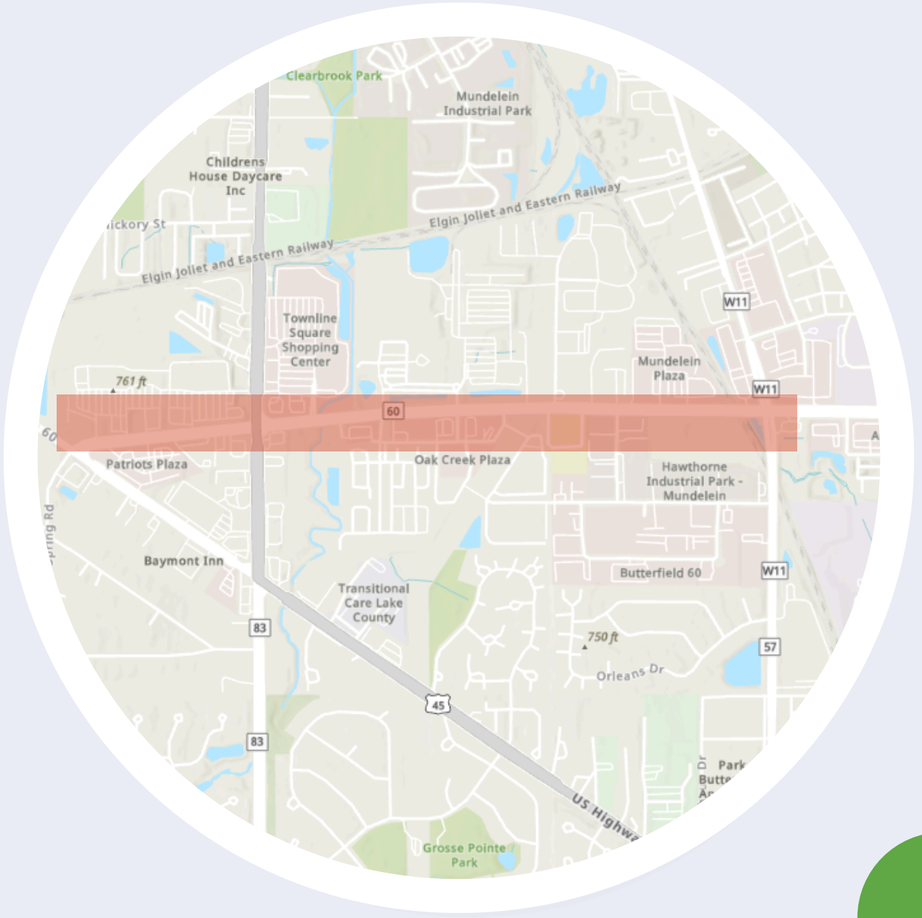


- Near-term, high-impact redevelopment opportunity
- Best suited for a cohesive mixed-use development anchored by multifamily housing
- Strong visibility and integration with downtown activity
- Potential to serve as a catalytic downtown project

Archer Business Center Opportunity Site

- Longer-term, district-scale redevelopment opportunity
- Capable of supporting multiple housing types over time
- Well suited for phased redevelopment strategy
- Unique potential for integration of residential, cultural, and community-oriented uses

Townline Road Corridor Opportunities



- Suitable for suburban-oriented housing development
- Strong location for workforce and affordable housing
- Potential for townhomes and smaller-scale multifamily housing
- Good access to employment, retail, transportation, and services

Implementation Considerations

Market Alignment

Align development with market indicators

Phasing

Phase larger redevelopment sites carefully

Infrastructure

Coordinate infrastructure, parking, and connectivity improvements

Policy Tools

Align on housing goals, and use policy tools to help achieve.

Conclusions & Recommendations

01

Mundelein is well positioned to capture continued regional housing growth

02

Downtown redevelopment should remain a strategic priority

03

A mix of multifamily, townhomes, workforce, and missing-middle housing is recommended

04

Targeted implementation can support balanced, sustainable long-term growth

Discussion & Questions

DEVELOPMENT
PLANNING
PARTNERS

GOODMAN WILLIAMS GROUP
REAL ESTATE RESEARCH

VILLAGE OF
Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Limperios Limperatos, Assistant Finance Director
Linda Miller, Finance Director

For: Village Board Meeting of June 8, 2026

Subject: Public Hearing - Presentation - FY2027 Appropriation Ordinance

Financial Impact:

Attachments:
None

Background:
The annual Appropriation Ordinance is required to be adopted during the first three months of the government's fiscal year. This Ordinance provides the legal limit of spending. The Budget adopted in April for FY2027 was approximately $88 million and is the document the Departments follow during the budget year. The Appropriation Ordinance provides the Village flexibility in managing its operations for any unforeseen expenditures.

Recommendation:
The motion will be presented in the Board Meeting under the Finance Section.

Mayoral Proclamation

LOVING DAY

WHEREAS, Mildred Delores Jeter and Richard Perry Loving of Virginia fell in love and planned to marry in 1958; and

WHEREAS, at that time, interracial marriage was illegal in their home state of Virginia and many other places within the United States; and

WHEREAS, the couple decided to drive to Washington, DC, to be legally married and then returned home; however, it was also illegal to leave the state to marry and then return to Virginia; and

WHEREAS, a few weeks after marrying, the Lovings were arrested and taken to jail facing criminal charges punishable by one to five years in prison; and

WHEREAS, the Lovings were ultimately convicted with a condition that they could avoid prison if they left Virginia and did not return together for 25 years; and

WHEREAS, the Lovings took their case to the United States Supreme Court which, nine years after their arrest, overtured their conviction and created a landmark civil rights victory; and

WHEREAS, their case, *Loving v. Virginia*, ended all laws prohibiting interracial marriage nationwide on June 12, 1967; and

WHEREAS, an annual celebration known as Loving Day is held on June 12th in communities throughout the nation to commemorate the anniversary of the 1967 Supreme Court decision; and

WHEREAS, the Village of Mundelein joins other communities in celebrating Loving Day to help build a society free of racism for the benefit of our collective future.

NOW THEREFORE, BE IT PROCLAIMED, by the Mayor and Board of Trustees, that June 12th shall be known as Loving Day within the Village of Mundelein.

PROCLAIMED, signed and sealed this 8th day of June 2026.

ATTEST: _____

Village Clerk Mayor

Mayoral Proclamation

A BOARD PROCLAMATION RECOGNIZING THE MONTH OF JUNE AS LGBT PRIDE MONTH

WHEREAS, the Village of Mundelein is a diverse and welcoming community and an exceptional place to live, learn, work, play, and raise a family; and

WHEREAS, every person should be able to live without fear of prejudice, discrimination, violence, and hatred based on race, religion, gender identity, or sexual orientation; and

WHEREAS, the month of June is celebrated nationally as Lesbian, Gay, Bisexual, and Transgender (LGBT) Pride Month; and

WHEREAS, the Village of Mundelein is strengthened by, and thrives upon, the rich diversity of ethnic, cultural, racial, gender, and sexual identities of its residents and visitors, all of which contribute to the vibrant character of our community.

NOW, THEREFORE, BE IT PROCLAIMED by the Board of Trustees of the Village of Mundelein, that the month of June is recognized as LGBT Pride Month.

PROCLAIMED, this 8th day of June 2026 in the Village of Mundelein, Lake County, Illinois.

ATTEST: _____

Village Clerk Mayor

VILLAGE OF
Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Lynne Monroe, Deputy Administrator

For: Village Board Meeting of June 8, 2026

Subject: Amending Village Code: Contractor Registration

Financial Impact:
N/A

Attachments:
None

Background:
The proposed ordinance amends Section 5.08.030 to (1) clarify that contractor registrations are valid for one year from the date of issuance (rolling term), and (2) waive the contractor registration fee for contractors who maintain a current Village of Mundelein business registration. The current practice of a fiscal-year-based registration cycle has caused confusion among contractors and staff; moving to a rolling one-year term improves clarity and administration. In addition, Village-registered contractor businesses currently pay a business registration fee of $75 and, under the existing ordinance, would also pay a contractor registration fee at one-half the annual amount. This results in a Village-registered contractor paying more in total municipal fees than a non-Mundelein contractor. Waiving the contractor registration fee corrects this imbalance, avoids duplicative fees, and aligns with the Village's goal of supporting local businesses while maintaining appropriate contractor oversight.

Recommendation:
Motion to pass an Ordinance amending Section 5.08.030 of the Mundelein Municipal Code to implement a fee waiver for Village registered businesses and establish a one-year rolling contractor registration term.

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

CERTIFICATE

I, Karen Walsh, certify that I am the duly elected Municipal Clerk for the Village of Mundelein, Lake County, Illinois.

I further certify that on June 8, 2026 the Corporate Authorities of such Village passed and approved:

Ordinance No. O-26-06-50
which is entitled

Amending Village Code: Contractor Registration

The pamphlet form of said Ordinance, including the Ordinance and a cover sheet thereof was prepared and a copy of such Ordinance was posted in the Village Hall commencing on 6/9/2026, and was posted for at least ten days thereafter.

Copies of such Ordinance are available for public inspection upon request in the Customer Service Office.

Dated at Mundelein, Illinois on 6/9/2026.

_____
Village Clerk

ORDINANCE NO. O-26-06-50

AN ORDINANCE AMENDING SECTION 5.08.030 OF THE MUNDELEIN MUNICIPAL CODE REGARDING CONTRACTOR REGISTRATION FEES AND REGISTRATION TERMS

WHEREAS, the Village of Mundelein, Lake County, Illinois, is a home-rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home-rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, the Village of Mundelein ("Village") maintains a contractor registration process to ensure that contractors performing work within the Village meet appropriate regulatory and safety requirements; and

WHEREAS, Section 5.08.030 of the Mundelein Municipal Code currently provides for an annual registration fee and requires the deposit of one-half of the annual fee for contractors maintaining a Village business registration; and

WHEREAS, the Village Board finds that the practice of aligning contractor registrations to the fiscal year has caused confusion and that clarifying the annual requirement as a rolling one-year registration term will provide clearer and more efficient administration; and

WHEREAS, the Village Board further finds that contractors who maintain a current Village of Mundelein business registration should have the contractor registration fee fully waived in recognition of their ongoing compliance with Village business licensing requirements and to avoid duplicate fees ; and

WHEREAS, the Village Board desires to amend Section 5.08.030 to reflect these updated practices and policies;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, COUNTY OF LAKE, ILLINOIS, that:

SECTION I: AMENDMENT TO SECTION 5.08.030
Section 5.08.030 of the Mundelein Municipal Code is hereby amended to read as follows:
5.08.030 Contractor registration fee.
A. Annual Registration; Rolling Term.
Contractor registrations shall be valid for a period of one (1) year from the date of issuance. Registration shall expire 365 days after the date of approval.
B. Annual Fee.
There shall be an annual registration fee for engaging in contracting work within the Village of Mundelein in the amount set forth in the Village Fee Schedule, Chapter 3.80, for each type of registered contracting work, except for electrical contractors, alarm contractors, and plumbing contractors licensed by the State of Illinois.
C. Fee Waiver for Village-Registered Businesses.
The contractor registration fee shall be waived in full for contractors who maintain a current Village of Mundelein business registration in good standing.

D. Issuance of Certificate.
Upon approval of the contractor application by the Village, the applicant shall receive a contractor registration certificate indicating the one-year registration term.

SECTION II: If any section, paragraph, subdivision, clause, sentence, or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such a judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION III: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

RESULT:	**[]**
MOVER:	None
SECONDER:	None
AYES:	None
NAYS:	None
ABSTAIN:	None

_____
President

ADOPTED: Monday, June 8, 2026

APPROVED: Monday, June 8, 2026

ATTEST: _____

Village Clerk

VILLAGE OF Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Eric Guenther

For: Village Board Meeting of June 8, 2026

Subject: Professional Services Agreement - Veregy

Financial Impact:
BUDGET AMENDMENT: Add $25,000 to the $20,000 budgeted in 100-240-46410 - Consulting Services

Attachments:
1. R-26-06-37 - Exhibit A - Veregy Professional Services Agreement - Boche, Adam - 03.18.26 - SIGNED BY ALL

Background:
The Village requires supplemental professional expertise to support ongoing and upcoming public works and engineering projects. Veregy Central, LLC has the necessary technical experience to provide on-call consulting services to assist staff with project evaluation, planning, and implementation. To ensure timely access to these services, staff recommends approval of the attached professional services agreement and associated purchase order.

Recommendation:
Motion to approve a FYE 2027 budget amendment for Account 100-240-46410 in the amount of $25,000; adopt a Resolution and ratify the Village Administrator's signature on a Professional Services Agreement; and approve purchase order number 27-01222 in an amount not to exceed $45,000 to Veregy Central, LLC for consulting services.

I hereby certify that the attached is an original of

Resolution No. R-26-06-37

that said Resolution was adopted on **June 8, 2026**,

that it was posted in the Village Hall commencing on

6/9/2026 and for at least 10 days

thereafter. Copies are available for public inspection

upon request of the Village Clerk.

_____

Village Clerk

RESOLUTION NO. R-26-06-37

A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE ADMINISTRATOR'S SIGNATURE ON A PROFESSIONAL SERVICES AGREEMENT AND PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED $45,000 FOR CONSULTING SERVICES FROM VEREGY CENTRAL, LLC.

WHEREAS, Illinois Compiled Statutes 65 ILCS 5/8-9-1 require that any municipal contract involving an expenditure exceeding $25,000 be competitively bid, except that such contract may be entered into without advertising for bids when authorized by a vote of two-thirds (2/3) of all Trustees then holding office; and

WHEREAS, Section 3.04.020 of the Mundelein Municipal Code similarly provides that any Village contract exceeding $20,000 may be awarded without competitive bidding when approved by a vote of two-thirds (2/3) of all Trustees then holding office; and

WHEREAS, the Village has determined that the specialized expertise of Veregy Central, LLC is necessary and beneficial to provide on-call consulting related to public works, engineering, and related technical matters; and

WHEREAS, the Village Board finds that engaging Veregy Central, LLC for these professional services is in the best interests of the Village and that waiving the competitive bidding requirements is appropriate and warranted under the circumstances;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, COUNTY OF LAKE, STATE OF ILLINOIS, as follows:

SECTION I: The formal competitive bidding requirements of Section 3.04.020 of the Mundelein Municipal Code and 65 ILCS 5/8-9-1 are hereby waived for the procurement of consulting services from Veregy Central, LLC.

SECTION II: The Professional Services Agreement submitted by Veregy Central, LLC, in an amount not to exceed $45,000, a copy of which is attached hereto as **Exhibit A**, is hereby approved. The Village Administrator is authorized and directed to execute said agreement on behalf of the Village.

SECTION III: Purchase Order Number 27-01222, in the amount of $45,000, is hereby approved

XXX this 8th day of June 2026 by roll call vote.

RESULT:	**[]**
MOVER:	None
SECONDER:	None
AYES:	None
NAYS:	None
ABSTAIN:	None

President

ADOPTED: Monday, June 8, 2026

APPROVED: Monday, June 8, 2026

ATTEST: _____

Village Clerk

PROFESSIONAL SERVICES AGREEMENT—CONSULTING SERVICES

This Professional Services Agreement is entered into as of March 18, 2026, by and between Veregy Central, LLC (the "Consultant") doing business as Veregy having a business address at 16647 Chesterfield Grove Road, Suite 200, Chesterfield, MO 63005 and the Village of Mundelein (the "Village") having a business address at 300 Plaza Circle, Mundelein, IL 60060.

RECITALS:

WHEREAS, the Village desires to engage the services of the Consultant to advise the Village in matters related to public works and engineering on an as needed basis ("the Services").

WHEREAS, the Consultant desires to assist the Village by providing the Services for the Village.

NOW THEREFORE, the Parties hereby agree as follows:

1. **Scope of Services.** All assignments performed by the Consultant require prior approval from the Village Administrator's office. The following tasks will be performed by the Consultant:

   Meetings and Coordination—The Consultant will meet with the Village, outside agencies, and third parties as requested by the Village. From time to time the Consultant may, under the terms of this Agreement, make contact with development teams or individuals currently in negotiation with, under plan review, or under other similar relationship with the Village ("the Customer"). To the extent that the Village desires to have the Consultant interact directly with the Customer, the Consultant will present to the Village general information regarding the outreach in a format acceptable to the Village (verbal, email, memo. etc.). The Consultant shall thereafter proceed to arrange for the meetings or calls directly with the customer at the direction of the Village.

   Plan/Development Review—The Consultant will review plans, documents, and other information submitted by the Customer upon receipt. Reasonable timelines for completion of the review shall be established through coordination with the Village staff.

   Village Services—The consultant will provide general public works and engineering services as directed by the Village Administrator or his designee.

   In the performance of the scope of services, the Consultant shall: (i) at all times have sole control over the manner, means and methods of performing the services contemplated by the Agreement and Contractor acknowledges and agrees that it is solely responsible for its actions and the actions of its employees/agents in performing the contracted services; (ii) perform Consultant's responsibilities under this Agreement in an ethical, professional and businesslike manner in accordance with all applicable federal, state and local laws, rules and regulations; and (iii) report to and meet with the Village's designated representative with whatever frequency and regarding whatever subject matter the Village may reasonably require in order for the Village to stay apprised of the Consultant's activities under this Agreement. The written reports and other written materials furnished by the Consultant to the Village in connection with the performance of the Services shall be deemed "work made for hire" and shall be the Village's exclusive property.

2. **Compensation, Expenses; Invoices.** The Village agrees to compensate the Consultant at the rate of $202.00 per hour worked not to exceed twenty (20) hours per week except when

approved, in writing, by the Village Administrator. Consultant's hours served shall be at reasonable discretion in coordination with the Village Administrator. Village shall pay all undisputed invoices submitted by Consultant within forty-five (45) days of receipt. Consultant reserves the right to suspend services upon written notice if payment remains outstanding beyond such period until all past due amounts are brought current.

The Village shall not reimburse the Consultant for travel costs and other expenses incurred in the performance of the Consultant's services. The Consultant shall submit invoices monthly. The Village agrees to pay the Consultant due within thirty (30) days after receipt of such invoice.

3. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee relationship, partnership or joint venture relationship between the Village and the Consultant.

4. **Compliance with Applicable Lobbying Law**. Consultant is not being engaged as a lobbyist for the Village.

5. **Compliance with Applicable Gift Rules.** Consultant represents and warrants that Consultant, and all individuals providing services to the Village by and through the Consultant under this Agreement, have read and understand the laws, regulations, rules, policies, procedures, and ethical codes governing the giving and acceptance of gifts and other things of value applicable to the legislative and executive branches of State government and local governmental bodies. Consultant further represents that Consultant will not give or offer, directly or indirectly, any gifts prohibited by such gift rules; that Consultant will not give or offer, directly or indirectly, any prohibited gifts on behalf of the Village to any representative or affiliate of the Village. Notwithstanding any other provision of this Agreement, Consultant agrees to indemnify, hold harmless, and defend the Village, its officers, directors, employees and agents in the event that Consultant breaches any provision of this paragraph related to prohibited gifts to public officials.

6. **Code of Business Ethics.** Village and Consultant will comply with the highest business ethics as it relates to the Services provided by the Consultant to the Village.

7. **Term and Termination.** This Agreement shall commence on the date first written above and terminate on December 31 of the calendar year of the commencement date above. This Agreement may be renewed or extended by a written agreement signed by both Parties for optional additional terms of one (1) calendar year, January 1 to December 31 of the given extended year. Either Party may terminate this Agreement, with or without cause at any time, without prior notice.

8. **Confidential Information.** For purposes of this Agreement "Confidential Information" means that proprietary information which Village owns, controls or to which it has exclusive access. Confidential Information shall not include information which is now or hereafter comes into the public domain through no action of Agent, nor shall it include information acquired in a manner that does not violate, or originate from a source that has not violated any secrecy or confidential nondisclosure agreement with Village.

9. **Conflict of Interest.** The Consultant hereby represents and warrants to the Village that the Consultant's participation in this Agreement, the fulfillment of Consultant's obligations hereunder and the payment of any compensation or fees by the Village to Consultant are not

a conflict of interest and are not prohibited actions, and that the Consultant's relationships with any prospective customers, or other third-party entities and authorities associated or affiliated therewith, do not prohibit the Services to be provided by the Consultant to the Village. This agreement does prohibit the Consultant from participating in any solicitations by the Village nor shall this agreement prohibit the Consultant from entering into subsequent agreements or contracts with the Village for work not related to this agreement. If a conflict of interest should arise during the performance of this Agreement, the Consultant shall immediately notify the Village and shall take all necessary and appropriate actions to remedy such conflict. Upon the occurrence of any conflict of interest, the Village may, in its sole discretion, terminate this Agreement by giving written notice to the Consultant of such termination, and any payment or compensation due to the Consultant from the Village may be suspended if any such payment or compensation is prohibited by an conflict of interest.

10. **Indemnification.** The Consultant shall indemnify, defend and save harmless the Village, its officers, directors, employees and agents, from and against all claims, judgments, investigations, demands, penalties, suits, damages, liabilities, losses, costs and expenses, including reasonable legal fees and expenses, of any kind or nature whatsoever which may at any time be imposed on, incurred by or asserted against any the Village, its officers, directors, employees and agents, in any way relating to or arising out of or in connection with any negligent, reckless or willful act, misconduct or omission on the part of the Consultant under this Agreement.

11. **Insurance**. The Consultant shall obtain general professional/commercial liability insurance and automobile and commercial automobile liability insurance. The policy limits shall not be less than $1,000,000 per occurrence or other amount satisfactory to the Village. Consultant shall also obtain workers compensation insurance in the amount required by statute. Consultant shall obtain an endorsement showing the Village as an additional insured on the above stated policies and shall submit said endorsement to the Village prior to the commencement of the work to be performed pursuant to this Agreement. Such policies shall provide that they may not be cancelled except upon 30 days' prior written notice to the Village.

12. **Notices.** Notices shall be sent to the Parties at the addresses set forth below. All notices, requests and other communications hereunder shall be in writing and shall be deemed duly given or made when delivered by sending via email or placing in regular U.S. Mail, postage pre-paid. Either Party may send any notice, request or other communication hereunder to the other party at the mailing address or email address set forth below. Each Party may change the address to which notices, requests and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

Consultant: Veregy
ATTN: Albert Willis, Vice President Central
16647 Chesterfield Grove Road, Suite 200 Chesterfield, MO 63005

Village: Village of Mundelein
ATTN: Village Administrator 300
Plaza Circle
Mundelein, IL 60060

13. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, except that the Consultant may not assign or otherwise transfer any of Consultant's rights or obligations hereunder without the prior written

consent of the Village.

14. **Integration, Modification and Partial Invalidity.** This Agreement contains the entire agreement between the Parties relating to the subject matter hereof. If any provision of this Agreement is held by a court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated. All prior agreements and all prior negotiations are superseded by this Agreement. This Agreement may not be modified except by a written document signed by an authorized person on behalf of each Party.

15. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois. Venue of a cause of action arising from or in connection with this Agreement shall be in Lake County, Illinois. The prevailing party to any such suit shall be entitled to recover their attorneys' fees reasonably incurred.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Professional Services Agreement as of the date first written above.

CONSULTANT: Veregy Central, LLC

By:_____
Name: Albert Willis
Title: Vice President

Company: VILLAGE

By: _____
Name: Eric Guenther
Title: Village Administrator

VILLAGE OF
Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Wendy Whitaker, Customer Service Supervisor
Lynne Monroe, Deputy Administrator

For: Village Board Meeting of June 8, 2026

Subject: Ordinance Amending Chapter 5.76 for Class R Liquor Licenses

Financial Impact:
N/A

Attachments:
None

Background:
The following Ordinance increases Class R Liquor Licenses from zero (0) to one (1) to issue the license for new business, Golf Haus, LLC at 732 South Butterfield Road, as a favorable liquor license background review was completed. Issuance of the Village license is under the condition that business obtain a Certificate of Occupancy from the Village and a valid State Liquor License before liquor may be sold and served at the location.

Recommendation:
Motion to pass an Ordinance amending Chapter 5.76 of the Mundelein Municipal Code to increase the number of Class R licenses in the Village of Mundelein as it relates to Golf Haus, LLC at 732 South Butterfield Road.

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

CERTIFICATE

I, Karen Walsh, certify that I am the duly elected Municipal Clerk for the Village of Mundelein, Lake County, Illinois.

I further certify that on June 8, 2026 the Corporate Authorities of such Village passed and approved:

Ordinance No. O-26-06-51
which is entitled

Ordinance Amending Chapter 5.76 for Class R Liquor Licenses

The pamphlet form of said Ordinance, including the Ordinance and a cover sheet thereof was prepared and a copy of such Ordinance was posted in the Village Hall commencing on 6/9/2026, and was posted for at least ten days thereafter.

Copies of such Ordinance are available for public inspection upon request in the Customer Service Office.

Dated at Mundelein, Illinois on 6/9/2026.

_____
Village Clerk

ORDINANCE NO. O-26-06-51

AN ORDINANCE AMENDING CHAPTER 5.76 OF THE MUNDELEIN MUNICIPAL CODE TO INCREASE THE NUMBER OF CLASS R LICENSES AUTHORIZED IN THE VILLAGE OF MUNDELEIN AS IT RELATES TO GOLF HAUS, LLC AT 732 SOUTH BUTTERFIELD ROAD

WHEREAS, the Village of Mundelein, Lake County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois.

WHEREAS, the Board of Trustees has determined that it is in the best interests of the Village to increase the number of authorized Class R liquor licenses from zero (0) to one (1) for Golf Haus, LLC at 732 South Butterfield Road. **NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, LAKE COUNTY, ILLINOIS**, that:

SECTION I. Subsection R of Section 5.76.140, License classification; fees; number; hours; is hereby amended to increase the number of Class R liquor licenses from zero (0) to one (1), and shall henceforth read as follows:

R. Class R License (Beer & Wine – Entertainment Venue) which shall authorize the retail sale on the licensed premises of beer and wine only, for on-premises consumption only, in an establishment whose primary business is entertainment rather than food service and for which the following conditions apply:

(a) Permitted Alcohol
• Beer and wine only.
• No spirits, liquor, cocktails, mixed drinks, or alcoholic beverages exceeding the alcohol content defined for beer or wine in Chapter 5.76.010, and;

(b) Food Requirements
• No kitchen or food preparation is required.
• Outside food and food delivery from off-site establishments shall be permitted and encouraged.
• The licensee must maintain the sanitary conditions required by Chapter 5.76.170, and;

(c) Entertainment-Primary Requirement
The applicant and licensee must demonstrate that the primary business model is entertainment, which may include indoor recreation such as golf simulators, e-sports, axe-throwing, or similar activities. Evidence may include:
• At least 60% of public-accessible floor area dedicated to entertainment activities;
• Entertainment available during at least 75% of open hours;
• Business plan, floor plan, and marketing materials emphasizing entertainment;
• No material operational changes without approval of the Local Liquor Control Commissioner, and;

(d) Alcohol Quantity Limit
• No patron may be sold or served more than 48 ounces total of beer and/or wine within any 24-hour

period.
• The licensee must employ reasonable tracking measures (POS controls, wristbands, check-in system, or similar), and;

(e) Hours of Sale and Presence on Premises
Said establishment may be open 24 hours, provided entry is securely monitored, and;

(f) All employees serving alcohol must comply with BASSET requirements of Chapter 5.76.310, and;

(g) Prohibitions
• No off-premise sales
• No BYOB alcohol.
• No video gaming permitted under this class, and;

(h) Class R License Fee and Number
• The annual fee for a Class R license The annual fee for each Class R license shall be as set forth in Chapter 3.80 of the Village Fee Schedule.
• The total number of Class R licenses authorized in the Village shall be one (1) until amended by the Board of Trustees, and;

(i) Security: The licensee shall coordinate with the Police Department to provide additional security if deemed necessary, and;

(j) State Compliance: The licensee must comply with all applicable provisions of the Illinois Liquor Control Act and any other relevant state or local regulations.

SECTION II. Severability. If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect the remaining provisions of this Ordinance.

SECTION III. Repeal of Prior Ordinances. All prior Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION IV. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, as required by law.

RESULT:	**[]**
MOVER:	None
SECONDER:	None
AYES:	None
NAYS:	None
ABSTAIN:	None

President

ADOPTED: Monday, June 8, 2026

APPROVED: Monday, June 8, 2026

ATTEST: _____

Village Clerk

VILLAGE OF
Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Lynne Monroe, Deputy Administrator

For: Village Board Meeting of June 8, 2026

Subject: Julie Parker Communications, LLC Service Agreement

Financial Impact:

BUDGET AMENDMENT: Approximately $7,000, with additional updates at $800-$1,000 as needed. Associated video service is $400. Budget amendment not to exceed $10,400 requested for account 100-301-46410: Police Administration Consulting Services

Attachments:

1. R-26-06-38 - Julie Parker Communications, LLC - Service Agreement - 051426

Background:

The Village entered into a professional services agreement with Julie Parker Communications LLC. to assist and consult the Village with media relations, professional video services, and a communications strategy related to a police-related matter for the Police Department.

Recommendation:

Motion to adopt a Resolution approving and authorizing the Village Administrator to ratify the signature on a Professional Services Agreement with Julie Parker Communications, LLC, and approving an associated budget amendment for all related services.

I hereby certify that the attached is an original of

Resolution No. R-26-06-38

that said Resolution was adopted on **June 8, 2026**,

that it was posted in the Village Hall commencing on

6/9/2026 and for at least 10 days

thereafter. Copies are available for public inspection

upon request of the Village Clerk.

_____

Village Clerk

RESOLUTION NO. R-26-06-38

A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING SERVICES WITH JULIE PARKER COMMUNICATIONS, LLC AND AUTHORIZING A RELATED BUDGET AMENDMENT FOR ASSOCIATED SERVICES

WHEREAS, the Village has determined that the specialized expertise of Julie Parker Communications, LLC is necessary and beneficial to provide consulting services to assist the Village with media relations, professional video. and a communications strategy related to a police-related matter; and

WHEREAS, the Village Board finds that engaging Julie Parker Communications, LLC for these professional services along with associated services needed to support the project, is in the best interests of the Village; and

WHEREAS, the Professional Services Agreement includes consulting services in an amount not to exceed $10,000, with associated services to support the project, including videography, in an amount not to exceed $400; and

WHEREAS, the Village Board finds it necessary to amend the FY27 Budget to allocate funds for this purpose in an amount not to exceed $10,400; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, COUNTY OF LAKE, STATE OF ILLINOIS, as follows:

SECTION I: The Professional Services Agreement submitted by Julie Parker Communications, LLC, a copy of which is attached hereto as Exhibit A, is hereby approved. The Village Administrator is authorized and directed to execute said agreement on behalf of the Village.

SECTION II: The FY27 Budget is hereby amended to increase the Police Administration Consulting Services (100-301-46410) line item by an amount not to exceed ten thousand four hundred dollars ($10,400) to fund the services provided under this Agreement.

XXX this 8th day of June 2026 by roll call vote.

RESULT:	**[]**
MOVER:	None
SECONDER:	None
AYES:	None
NAYS:	None
ABSTAIN:	None

President

ADOPTED: Monday, June 8, 2026

APPROVED: Monday, June 8, 2026

ATTEST: _____

Village Clerk

JULIE PARKER COMMUNICATIONS LLC
SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is entered into as of the 14th Day of May 2026 ("Effective Date") between Village of Mundelein, IL ("Client"), and Julie Parker Communications LLC ("Consultant").

1. Consultant will provide ("Client") with public relations services as mutually agreed upon and described in the attached Statement of Work ("Services"). All Attachments hereto are incorporated herein by referenced and made part thereof. Together, this Agreement and all Attachments constitute the entire agreement between the parties. Any changes to this Agreement and or the Attachments must be in writing signed by authorized representatives.

2. Client shall pay to Consultant, as compensation for the Services, the fees set forth on Exhibit A in accordance with the payment schedule set forth on Exhibit A. Unless otherwise provided on Exhibit A, Consultants will invoice Client for the Services Fees monthly. All Fees shall be due and payable within thirty (30) days after the date of Client's invoice for Fees due hereunder. In the event of overdue payments, the following interest charges will apply: 1.5% for payments 30 days overdue, 3% for payments 60 days overdue, 4.5% for payments 90 days overdue, 10% for payments 120 days and more overdue. These interest charges are applicable to the outstanding overdue amount and may be calculated from the due date until the date of payment.

3. Client shall reimburse Consultant for all actual and reasonable, client or customer-related business or expenses incurred in connection with Consultant's duties on behalf of Client, provided that Consultant shall keep, and present to Client, records and receipts relating to such reimbursable expenses. Such records and receipts shall be maintained and presented in a format, and with such regularity, as Client reasonably may require in order to substantiate Client's right to claim income tax deductions for such expenses. These expenses must be agreed to by both parties in advance.

4. The Client and Consultant may terminate this Agreement at any time with thirty (30) day written notice to the other party, and immediately Consultant shall cease providing Services. Upon termination, Consultant will be paid for all of the services properly performed prior to termination. Termination of this Agreement will not relieve or release either party from any rights, liabilities or obligations that have accrued under this Agreement or under law, or from liability for any breach of the party's obligations under this Agreement that occurred before the date of termination.

5. Consultant hereby grants to Client a non-exclusive license to use Consultant's trademarks, tradenames, and copyrighted material designated by and belonging to Julie Parker Communications LLC solely in connection with the Services. Client shall not use or authorize any others to use, distribute or disseminate or cause to be distributed or disseminated Consultant's Property in any manner not specifically authorized by this Services Agreement. Client agrees that it shall in no way contest or deny the validity of, or the right or title to such Property, by reason of this Agreement, and shall not encourage or assist others directly or indirectly to do so, during the lifetime of this Services Agreement and thereafter.

6. In addition, Client shall not utilize any such Property in any manner which would diminish its value or harm the Consultant's joint or individual reputation. This provision shall survive the termination of this Services Agreement.

7. Similarly, the Consultant has the right to list the Client's business name and logo on the Julie Parker Communications LLC websites as a current client.

8. The Client and Consultant agree to retain in confidence any confidential or proprietary information received hereunder and all information that by the nature of the circumstances surrounding the

disclosure, should in good faith be treated as proprietary and/or confidential, and will make no use of such information except in connection with its performance hereunder. This provision shall survive the termination of this Services Agreement.

9. For all purposes under this Agreement, Julie Parker Communications LLC shall be and act as an independent contractor of Client, and nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agency, fiduciary or employment relationship between the Parties. The Parties agree that all individuals performing Services on Consultant's behalf are not, for any purpose whatsoever, (a) considered to be employees, independent contractors or agents of Client or (b) entitled to any compensation or employee benefits from Client.

10. No delay, failure or default in performance of any obligation by either party, excepting all obligations to make payments hereunder, shall constitute a breach of this Agreement to the extent caused by force majeure.

11. Neither Party may assign or otherwise transfer this Agreement or any of its rights or obligations hereunder without the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may, upon written notice to the other Party, assign or transfer this Agreement in its entirety to a party that succeeds to all or substantially all of such Party's business or assets, whether by sale, merger, operation of law or otherwise. In such case, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Any attempted assignment or transfer in violation of this Section shall be null and void.

12. Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of both parties.

13. No waiver of any right shall be effective unless consented to in writing by the Party to be charged with such waiver, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

14. To the fullest extent permitted by law, the Client hereby agrees to defend, indemnify and hold harmless the Consultant, its officials, agents, and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses (including attorneys fees), which may in anywise accrue against the Consultant, its officials, agents, and employees, arising in whole or in part or in consequence of the acts or omissions related to this Agreement by the Client, its officials, employees, agents or volunteers, or which may in anywise result therefore, except that arising out of the sole legal cause of the Consultant, its officials, agents, or employees. The Client shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Consultant, its officials, agents, and employees, in any such action, the Client shall, at its own expense, satisfy and discharge the same.

    To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Client, its officials, agents, volunteers, and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses (including attorneys fees), which may in anywise accrue against the Client, its officials, agents, volunteers, and employees, arising in whole or in part or in consequence of the performance of the services described in this Agreement by the Consultant, its employees, agents or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Client, its agents, volunteers or employees. The Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Client, its officials, agents, volunteers, and employees, in any such action, the Consultant shall, at its own expense, satisfy and discharge the

same.

Nothing set forth in this Agreement shall be deemed a waiver by the Client of any defenses or immunities relating to any person or entity or their property, that are or would be otherwise available to the Client or its representatives under the provisions of the Illinois Local Government and Governmental Employees Tort Immunity Act, or that are otherwise available to local governments and their corporate authorities, officers, employees, agents and volunteers under the common law of the State of Illinois or the United States of America

15. Legal Review Acknowledgment: The Client acknowledges and agrees that all strategic communications advice, guidance, and deliverables provided by Julie Parker Communications ("JPC") are intended solely to support the Client's public messaging and crisis response efforts. Nothing provided by JPC shall be construed as legal advice. The Client further acknowledges that all strategic recommendations are made with the expectation of legal vetting by the Client's counsel.

16. Without limiting the Consultant's indemnification of the Client, the Consultant shall provide and maintain at its own expense policies of insurance or liability coverage covering the activities, services or operations relating to the services described in this Agreement. All such insurance shall be secured through a carrier(s) satisfactory to the Client. Satisfactory evidence of such insurance and any required endorsements shall be delivered to the Village Administrator ____ days before the Consultant begins providing its services. The Client's insurance or liability coverage shall always be deemed excess over any other insurance or liability coverage whether primary, excess, pro rata, contingent or any other basis.

    Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, property damage, personal injury, and advertising injury with a general aggregate of $2,000,000 the required occurrence limit. The Client, its officials, agents, employees and volunteers shall be named as an additional insured under the policy or coverage by original endorsement signed by a person authorized to bind coverage.

    All policies of insurance or liability coverage shall contain a waiver of subrogation as against the Client, its officials, volunteers, employees and agents.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Agreement Date first above written.

By: Julie Parker
Julie Parker
President & CEO
Julie Parker Communications LLC

By: Eric Guenther
Eric Guenther (May 14, 2026 15:24:31 CDT)

Eric Guenther
Village Administrator
Village of Mundelein, IL

EXHIBIT A

Statement of Work

This Statement of Work is effective May 14, 2026, between Julie Parker Communications LLC and the Client, Village of Mundelein, IL and is governed by the Services Agreement dated May 14, 2026.

Brief Description of Services:

JPC to provide an OIS video with the following included:

- Video collection
- Scanning
- Multi-camera post-production
- Speaker captioning
- Development of graphic titles
- Ongoing consultation and virtual recording with a representative
- One round of feedback

Billing Rate

- Approximately $5,000 - $7,000 for the above agreed upon description of services
- If additional updates are required:
    - $800 - $1,000 for each round of updates provided with an expedited turnaround
- A one-time only administrative fee billed at the rate of $250 will be applied for onboarding and account management.
- Invoices are payable as outlined in the Services Agreement between both parties referenced herein.

All financial and contractual matters should be directed to President & CEO Julie Parker or her designated representative, as approved in writing by the CEO. These matters should not be discussed with our consultants, instructors, or speakers. Checks should be mailed directly to:

Julie Parker Communications
760 Waterstone Dr.
Wilmington, NC 28411

This Statement of Work serves as an Exhibit to the Services Agreement between the parties referenced herein.

Agreed and Accepted:

By: Julie Parker

Julie Parker
President & CEO
Julie Parker Communications LLC

Eric Guenther

By: Eric Guenther (May 14, 2026 15:24:31 CDT)

Eric Guenther
Village Administrator
Village of Mundelein, IL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/14/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ACNB Insurance Services, Inc. 2526 W Liberty Rd Westminster MD 21157	**CONTACT NAME:** Tracy Bullington **PHONE (A/C, No, Ext):** 410-875-5617 x3033 **FAX (A/C, No):** 410-875-5340 **E-MAIL ADDRESS:** tbullington@acnbinsurance.com
INSURED JULIPAR-02 Julie Parker Communications, LLC 760 Waterstone Drive Wilmington NC 28411	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Travelers Cas.Ins.Co.ofAmerica / 19046 **INSURER B :** Chubb & Son / 41386 **INSURER C :** Lloyds of London / 85202 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1743757522 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	Y		BIPA2393654	10/17/2025	10/17/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BIPA2393654	10/17/2025	10/17/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** / X OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / X RETENTION $ 5,000			CUPA2394614	10/17/2025	10/17/2026	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71804006	12/14/2025	12/14/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C C	Professional Liability Cyber Liability			PSO0440742189 PSO0440742189	3/18/2026 3/18/2026	3/18/2027 3/18/2027	Each Claim Aggregate Deductible	$1,000,000 $1,000,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate of insurance represents coverages currently in force/effect and may or may not be in compliance with any written contract.
The Client, its officials, agents, employees and volunteers are additional insureds on the general liability as required by written contract. Endorsement form attached.

CERTIFICATE HOLDER

Village of Mundelein
300 Plaza Circle
Mundelein IL 60060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tracy Bullington

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Who Is An Insured – Unnamed Subsidiaries

B. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers

C. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

D. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement

E. Blanket Additional Insured – Broad Form Vendors

F. Blanket Additional Insured – Controlling interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authuorizations Relating To Operations

J. Blanket Additional Insured – Grantors Of Franchises

K. Incidental Medical Malpractice

L. Blanket Waiver Of Subrogation

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II –** Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

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C. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

1. The following replaces the first sentence of Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization.

2. The following replaces the last sentence of Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

D. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGONIG OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

E. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such vendor does not apply to:

(1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;

(2) Any change in "your products" made by such vendor;

(3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

(5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

(6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

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Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIV ERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

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I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. BLANKET ADDITIONAL INSURED – GRANTORS OF FRANCHISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that grants a franchise to you is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your operations in the franchise granted by that person or organization.

If a written contract or agreement exists between you and such additional insured, the limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

K. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

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5. The following is added to the **DEFINITIONS** Section:

   "Incidental medical services" means:

   a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

   b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

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VILLAGE OF
Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Amanda Orenchuk, Director of Community Development

For: Village Board Meeting of June 8, 2026

Subject: Housing Market Study

Financial Impact:
N/A

Attachments:
1. R-26-06-39 - Exhibit A - Mundelein Housing Study - 2026 FINAL

Background:
The Village entered into a professional services agreement with Development Planning Partners (DPP) and Goodman Williams Group (GWP) to conduct a housing market study. DPP and GWG presented findings at the June 8, 2026, Village Board Meeting. Along with the presentation, a report was prepared. It is recommended that the Village Board formally accept the report as part of the Village records. The information in the report will be used in conversations about future planning needs and potential development and redevelopment efforts.

Recommendation:
Motion to adopt a Resolution accepting the Village of Mundelein Housing Market Study, prepared by Development Planning Partners and Goodman Williams Group.

I hereby certify that the attached is an original of

Resolution No. R-26-06-39

that said Resolution was adopted on **June 8, 2026**,

that it was posted in the Village Hall commencing on

6/9/2026 and for at least 10 days

thereafter. Copies are available for public inspection

upon request of the Village Clerk.

_____

Village Clerk

RESOLUTION NO. R-26-06-39

RESOLUTION TO ACCEPT THE MUNDELEIN HOUSING MARKET STUDY BY DEVELOPMENT PLANNING PARTNERS AND GOODMAN WILLIAMS GROUP, LAST REVISED MAY 2026

WHEREAS, the Village of Mundelein entered into a contract with Development Planning Partners and Goodman Williams Group to complete a Housing Market Study; and

WHEREAS, the Village Board authorized the execution of the contract on December 8, 2025; and

WHEREAS, the Village Board reviewed the findings of the study at its June 8, 2026, meeting; and

WHEREAS, the Mundelein Village Board has determined that it is in the best interests of the Village to accept the findings of the study, attached hereto and made a part hereof as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, COUNTY OF LAKE, STATE OF ILLINOIS as follows:

SECTION I: That the Mundelein Housing Market Study by Development Planning Partners and Goodman Williams Group, last revised May 2026, is hereby accepted, a copy of which is attached hereto as **Exhibit A** and made a part hereof.

XXX this 8th day of June 2026, by roll call vote.

RESULT:	**[]**
MOVER:	None
SECONDER:	None
AYES:	None
NAYS:	None
ABSTAIN:	None

_____
President

ADOPTED: Monday, June 8, 2026

APPROVED: Monday, June 8, 2026

ATTEST: _____

Village Clerk

Village of Mundelein

Housing Market Study

Positioning Housing for Sustainable Growth and Opportunity

MAY 2026

VILLAGE OF Mundelein

VILLAGE OF
Mundelein
Incorporated in 1909

Acknowledgements

Development Planning Partners (DPP) would like to thank the Village of Mundelein for the opportunity to provide this Housing Market Study. This effort reflects the collaboration and input of Village leadership, staff, and community stakeholders who contributed valuable insights throughout the process.

We extend our appreciation to Village staff for their guidance, responsiveness, and commitment to advancing housing opportunities in Mundelein. We also thank local stakeholders, including developers, property owners, and community representatives, whose perspectives helped inform this analysis.

This study was prepared by Development Planning Partners (DPP), with support from Goodman Williams Group.

DEVELOPMENT
PLANNING
PARTNERS

www.devpp.com
e: info@devpp.com

GOODMAN WILLIAMS GROUP
REAL ESTATE RESEARCH

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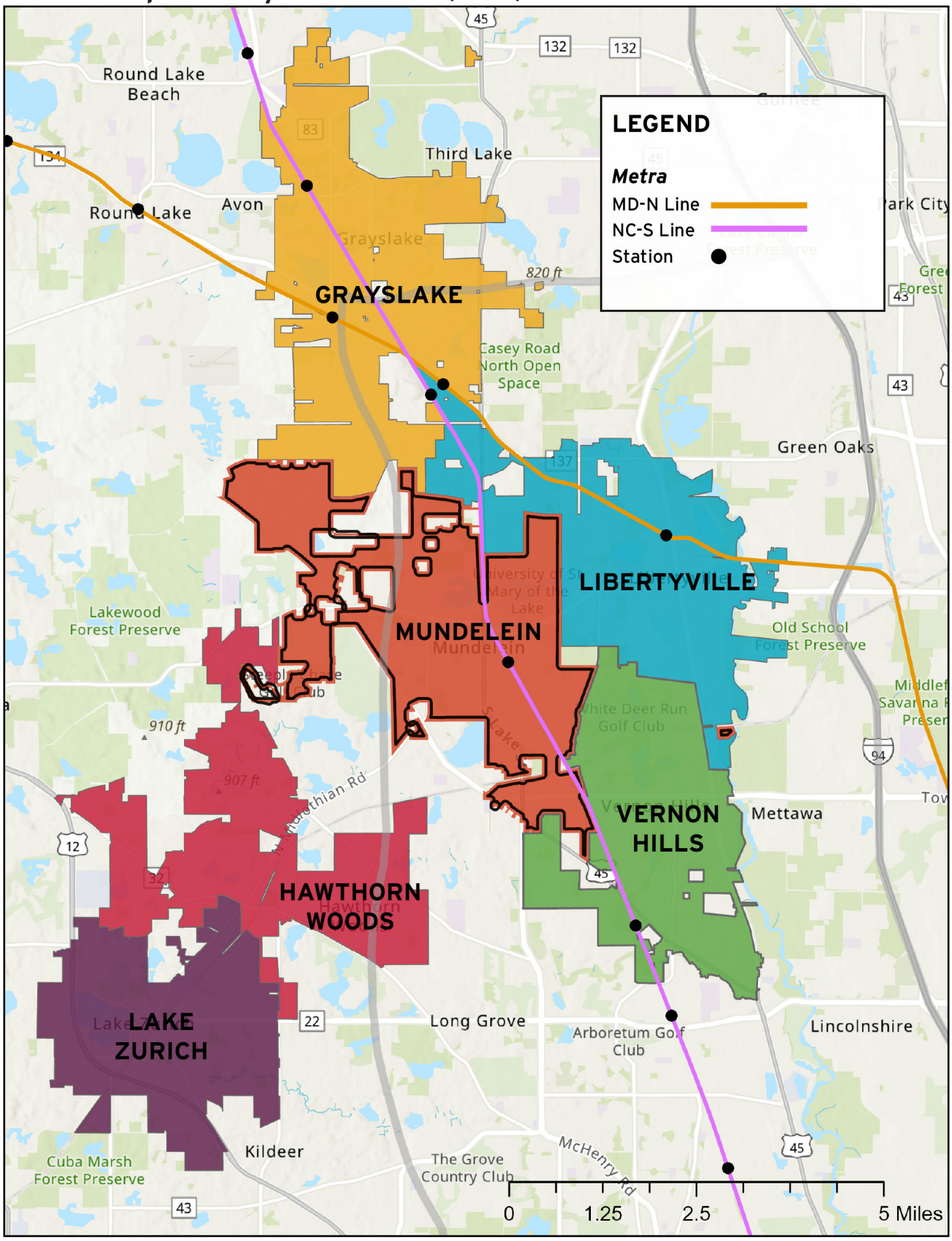
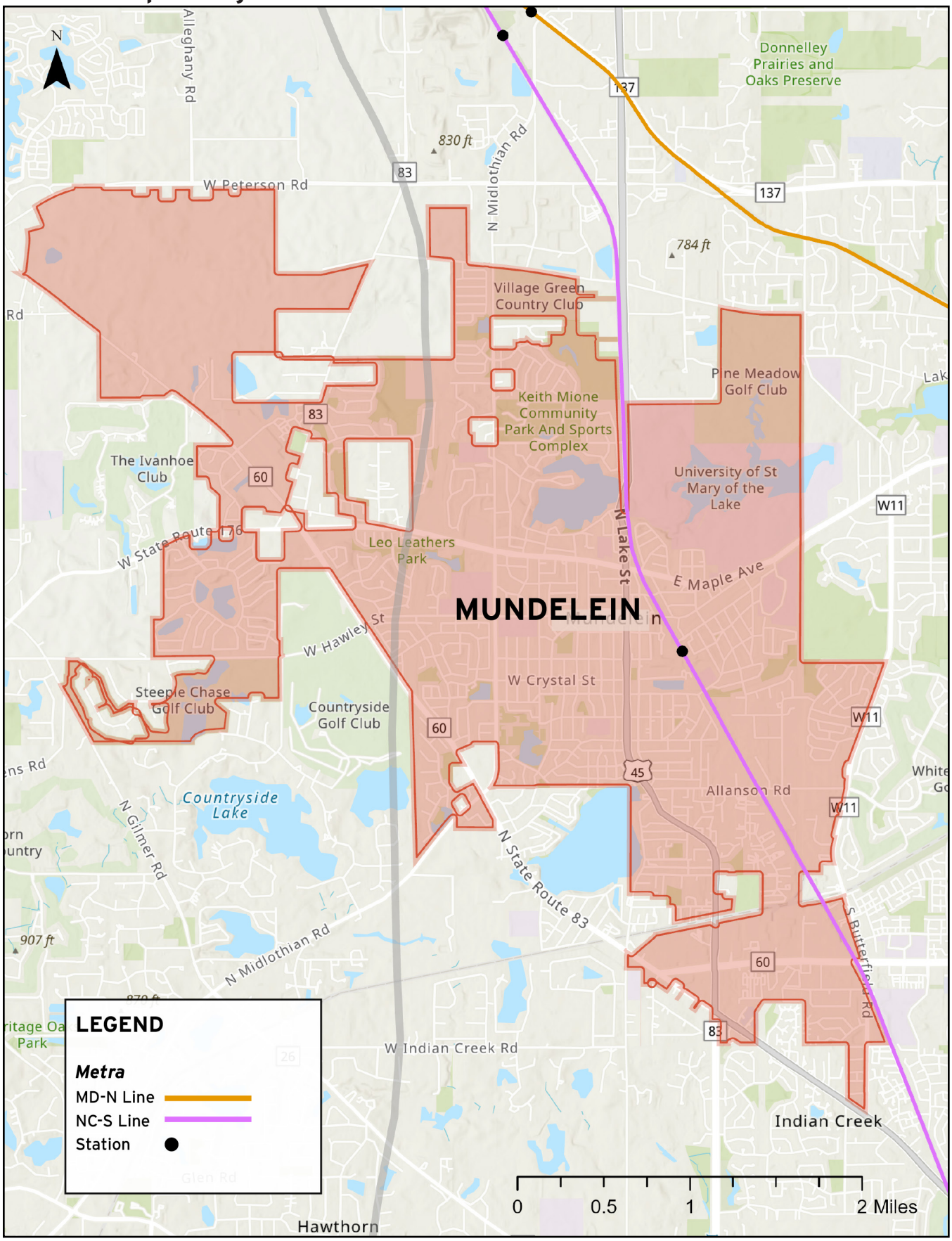
Context Map: Primary Market Area (PMA)



Map Created by Goodman Williams Group

Context Map: Village of Mundelein



Map Created by Goodman Williams Group

Executive Summary

The Village of Mundelein is well positioned to accommodate continued residential growth over the next decade, supported by strong household growth, regional accessibility, and an increasingly competitive housing market within Lake County. As housing costs continue to rise in communities closer to Chicago, Mundelein offers a more attainable alternative while maintaining access to employment centers, transportation infrastructure, and a high quality of life.

This study evaluates demographic and economic trends, housing supply and market conditions, and future housing demand to identify opportunities for residential development within the Village. **The analysis indicates that Mundelein can support approximately 1,100 to 1,460 new housing units between 2025 and 2035, or roughly 110 to 150 units annually, depending on market conditions and the extent to which the Village captures regional growth.**

Demand for new housing during the forecast timeframe will be driven primarily by a combination of local household formation, in-migration, and ongoing demographic shifts and will be supported by a diverse economic base and access to employment throughout the region. Within this context, several key findings emerge:

- Rental housing will represent the largest share of demand, particularly in transit-oriented and higher-density locations.
- Attached housing, including townhomes in both ownership and rental formats, represents a key opportunity to expand housing choice within the Village.
- Lower-cost housing options are limited within the current market and will require targeted policy and development strategies.
- Growth will be unevenly distributed, with specific locations and development types better positioned to capture demand.

Opportunities for new housing are concentrated in several key geographies within the Village.

Downtown Mundelein and areas proximate to the Metra station represent the strongest locations for higher-density residential development. These areas are well positioned to support multifamily housing and, at a more targeted scale, townhome development, contributing to both housing supply and broader placemaking objectives.

Two key downtown opportunity sites were evaluated in detail. The **Bank Triangle** represents a catalytic near-term, high-impact redevelopment opportunity, suitable for a cohesive mixed-use development anchored by multifamily housing.

The **Archer Business Center** and surrounding opportunity area represent a larger, more complex, and potentially transformational redevelopment opportunity that is best approached as a multi-phase district, capable of accommodating a broader mix of housing types over time.

Beyond downtown, the Townline Road corridor in particular offers the potential for suburban-oriented housing development, including townhomes and smaller-scale multifamily properties. Additionally, the corridor's accessibility and proximity to commercial amenities make it particularly well suited for workforce and affordable housing development.

Additional opportunities exist through incremental infill and missing-middle housing, which can help diversify the Village's housing stock and provide more attainable options over time, although these forms are expected to contribute at a smaller scale.

Overall, Mundelein is positioned to capture a meaningful share of regional housing demand, provided that development is aligned with market conditions, site opportunities, and community objectives.

While suburban edge development and long-term projects such as the proposed Ivanhoe Village will accommodate a portion of future growth, these areas are expected to develop gradually and function as distinct submarkets.

As a result, they are not anticipated to replace the need for targeted downtown, corridor, and infill development. Prioritizing downtown redevelopment, supporting a broader mix of housing types, and leveraging strategic locations for workforce and affordable housing will be key to achieving a balanced and sustainable pattern of growth.

Morris Station In Mundelein

Image Source: Development Planning Partners

CHAPTER 1

Introduction & Study Overview

1.1 Introduction

The Village of Mundelein has experienced sustained residential growth over the past two decades, driven by its strong regional location, access to employment centers, and evolving housing offerings. Recent development activity, particularly within the downtown and transit-oriented districts, reflects a market that is both active and changing.

At the same time, the Village is at an important inflection point. Remaining opportunity sites, including key downtown and transit-accessible locations, present a meaningful opportunity to shape the next phase of residential growth. Interest from developers—ranging from smaller infill projects to large-scale, long-term concepts—has further underscored the need for a clear, data-driven understanding of the market's capacity to support additional housing.

In response, the Village retained Development Planning Partners (DPP), in collaboration with Goodman Williams Group (GWG), to prepare this Housing Market Study. The study is intended to provide an objective, market-based framework to guide future development decisions, inform policy discussions, and support productive engagement with the development community.

1.2 Study Purpose & Objective

The primary purpose of this Housing Market Study is to provide the Village with a clear and actionable understanding of its housing market, both today and over the coming decade.

The analysis evaluates current housing conditions, demographic and economic trends, and the relationship between housing supply and local demand. It identifies areas where the existing housing stock aligns with, or diverges from, the needs of residents and the workforce, and highlights opportunities across housing types, price points, and target market segments.

A central component of the study is a forward-looking housing demand forecast for the 2025 to 2035 period, supported in part by a detailed evaluation of development potential within key downtown and transit-oriented sites.

The study is designed to function not only as an internal planning tool, but also as a practical, developer-facing resource that helps answer real-world questions about market feasibility and capacity.

1.3 Market Area Definition

Because housing markets are shaped by how households evaluate location choices—rather than by municipal boundaries alone—the study begins by defining a realistic competitive market area.

The Primary Market Area (PMA) for our investigation includes the communities of Mundelein, Libertyville, Vernon Hills, Grayslake, Lake Zurich, and Hawthorn Woods. These communities form a coherent central Lake County submarket characterized by similar demographic characteristics, housing types, access to employment corridors, and overlapping lifestyle and commuter patterns. This geography serves as the foundation for evaluating housing supply, benchmarking pricing and performance, and projecting future demand.

A broader set of surrounding communities provides additional context but is not used as the basis for demand modeling, ensuring that the analysis remains focused on the most relevant competitive environment. Lake County as a whole is used as a benchmark to situate local trends within the larger regional context.

Within the PMA, housing patterns vary at the census tract level, including differences in income levels, renter concentration, and housing form. These variations do not align neatly with municipal boundaries. Accordingly, the analysis incorporates neighborhood-level patterns where appropriate to reflect real-world housing dynamics while maintaining a clear and practical geographic framework.

1.4 Methodology & Data Sources

This study is grounded in a comprehensive analytical approach that integrates quantitative data analysis with qualitative market insight. The quantitative analysis draws on a range of data sources, including (but not limited to) Esri estimates and projections for population, household, and income trends; U.S. Census Bureau and American Community Survey (ACS) data for housing and demographic characteristics; and local and regional data on housing supply, pricing, and development activity. These data are used to evaluate population and household growth, age and income distribution, local and regional economic conditions, housing performance, and development trends.

The ACS data analyzed are the most recent five-year estimates available, which cover the period from 2020-2024. Because this analysis integrates data from multiple sources, some variation between reported figures may occur due to differences in data vintages, sampling methodologies, and estimation techniques. These differences are expected and reflect the use of complementary data sources rather than inconsistencies. Where applicable, data sources are applied consistently by topic area to ensure a coherent and analytically sound framework.

This quantitative data analysis is supplemented by stakeholder interviews and conversations with developers, brokers, community officials, and other market participants, providing real-time insight into development conditions, market perceptions, and potential opportunities or constraints.

Together, these inputs support an integrated analytical framework that includes demographic and economic analysis, housing supply and pipeline evaluation, needs and attainability assessment, a transparent, data-driven housing demand forecast for the 2025 to 2035 period, and an assessment of prime opportunity sites for residential development. The study is designed to be both technically rigorous and directly applicable to real-world planning and development decisions.

CHAPTER 2

Demographic Fundamentals

Key Takeaways

- **Household growth outpaces population growth**, driving ongoing housing demand
- **Declining household sizes** and increasing one-person households support smaller housing formats
- **Aging population,** with growth in 65+ households, supporting downsizing and age-targeted housing
- **Stable working-age population** providing a consistent base for housing demand
- **Strong and diverse income levels,** supporting both market-rate and attainable housing
- **Lifecycle transitions** within the existing population act as primary driver of housing demand

FIGURE 2.1
Mundelein Population Trends and Forecasts

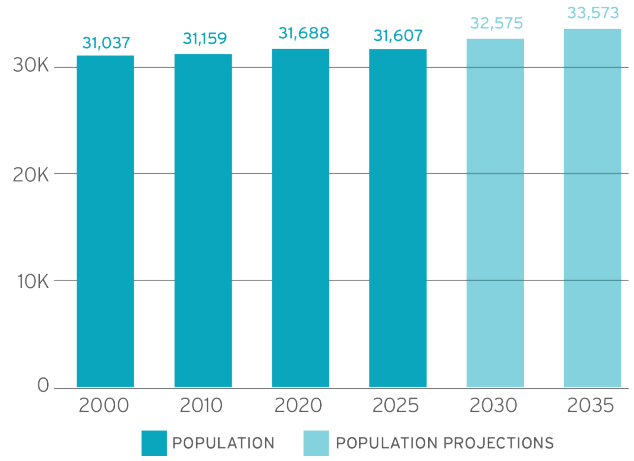
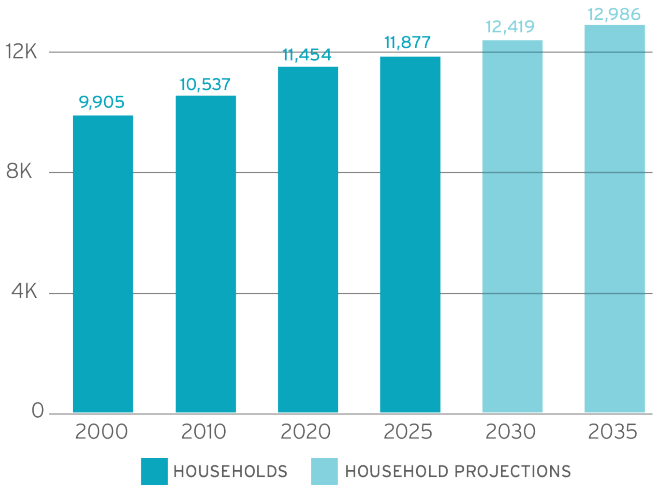


FIGURE 2.2
Mundelein Household Trends and Forecasts



Source: U.S. Census Bureau, Esri (2025 estimates; 2030 projections).

** 2035 Derivation Note: 2035 values extend Esri's 2025-2030 trend using the implied compound annual growth rate (CAGR) from 2025-2030, applied for an additional five years.*

FIGURE 2.3
Comparative Population and Household Trends & Forecasts

	POPULATION						HOUSEHOLDS					
	2010	2020	2025	2030	2035	% Change*	2010	2020	2025	2030	2035	% Change*
Mundelein	31,037	31,688	31,607	32,607	33,575	+ 6 %	10,537	11,454	11,877	12,419	12,986	+ 9 %
PMA	115,377	129,196	129,196	129,323	130,059	+ 1 %	44,493	47,473	49,140	50,340	51,569	+ 5 %
Lake County	644,340	703,538	714,342	706,919	703,638	- 1 %	241,671	253,386	258,479	262,196	265,967	+ 3 %

Source: U.S. Census Bureau, Esri (2025 estimates; 2030 projections). **% Change applies to population projections from 2025 to 2035*

2.1 Population Trends & Growth Dynamics

Population trends within Mundelein and the surrounding Primary Market Area (PMA) reflect the characteristics of a mature suburban market that is transitioning gradually rather than experiencing rapid expansion. Over the past two decades, population growth has occurred at a modest but steady pace across the subregion, reflecting both the built-out nature of many communities and the stability of the Central Lake County housing market.

Looking forward, Mundelein's population is projected to increase from approximately 31,607 residents in 2025 to roughly 33,573 residents by 2035, representing growth of approximately 6.2% over the ten-year period. While this rate of growth is moderate, it notably exceeds projected growth within the PMA as a whole, which is expected to increase by approximately 1.1% over the same timeframe. Lake County overall is projected to experience slight population decline during this period under current Esri projections.

These patterns are not uncommon in mature suburban environments. Population growth in such markets is typically influenced less by large-scale migration and more by internal demographic dynamics such as household formation, aging populations, and housing mobility within established communities. As a result, modest population growth should not be interpreted as a constraint on housing demand. Rather, the data suggest that Mundelein is positioned to capture incremental population growth while benefiting from ongoing housing transitions occurring throughout the broader subregional market.

2.2 Household Growth & Housing Demand

Household trends provide a more direct indicator of housing demand than population trends alone. (By definition, one household equates to one occupied housing unit.) Across Mundelein, the PMA, and Lake County, household growth is projected to outpace population growth over the coming decade, reflecting declining household sizes and changing household composition.

Between 2025 and 2035, the number of households in Mundelein is projected to increase from approximately 11,877 to nearly 12,986, representing growth of approximately 9.3%. Household growth is also projected throughout the broader PMA, though at a more modest rate of approximately 4.9% over the same period. Lake County is projected to experience slower household growth of roughly 2.9%.

This divergence between population and household growth is primarily driven by declining household sizes. Average household size in Mundelein declined from 2.94 persons in 2010 to 2.64 persons by 2025, and is projected to continue decreasing modestly through 2030 and beyond. Similar patterns are observed throughout the PMA and Lake County.

Declining household sizes typically reflect a combination of demographic forces, including aging populations, delayed marriage and childbearing among younger adults, and an increase in single-person households. From a housing market perspective, this trend generally supports demand for a broader range of housing types, including smaller ownership units, townhomes, condominiums, and rental housing formats that appeal to both younger households and older residents seeking to downsize.

2.3 Age Structure & Lifecycle Trends

The age distribution of residents within Mundelein and the surrounding PMA reflects gradual demographic aging, a trend that is occurring throughout much of suburban Chicago and across the Midwest more broadly. The median age in Mundelein has increased steadily over the past two decades, rising from approximately 35.2 years in 2010 to an estimated 40.5 years in 2025. By 2030, the median age is projected to increase further to approximately 41.2 years.

This aging trend is reflected in the growing share of residents age 55 and older, which continues to increase across the region. At the same time, Mundelein maintains a substantial working-age population, including households in the 25–44 and 35–54 age cohorts. These groups represent the core of the local labor force and remain important drivers of housing demand.

The presence of both aging households and stable working-age cohorts suggests that housing demand in the coming decade will increasingly be shaped by lifecycle transitions. Older residents may seek opportunities to downsize or relocate to more convenient housing environments, while younger residents continue to form new households and enter the housing market.

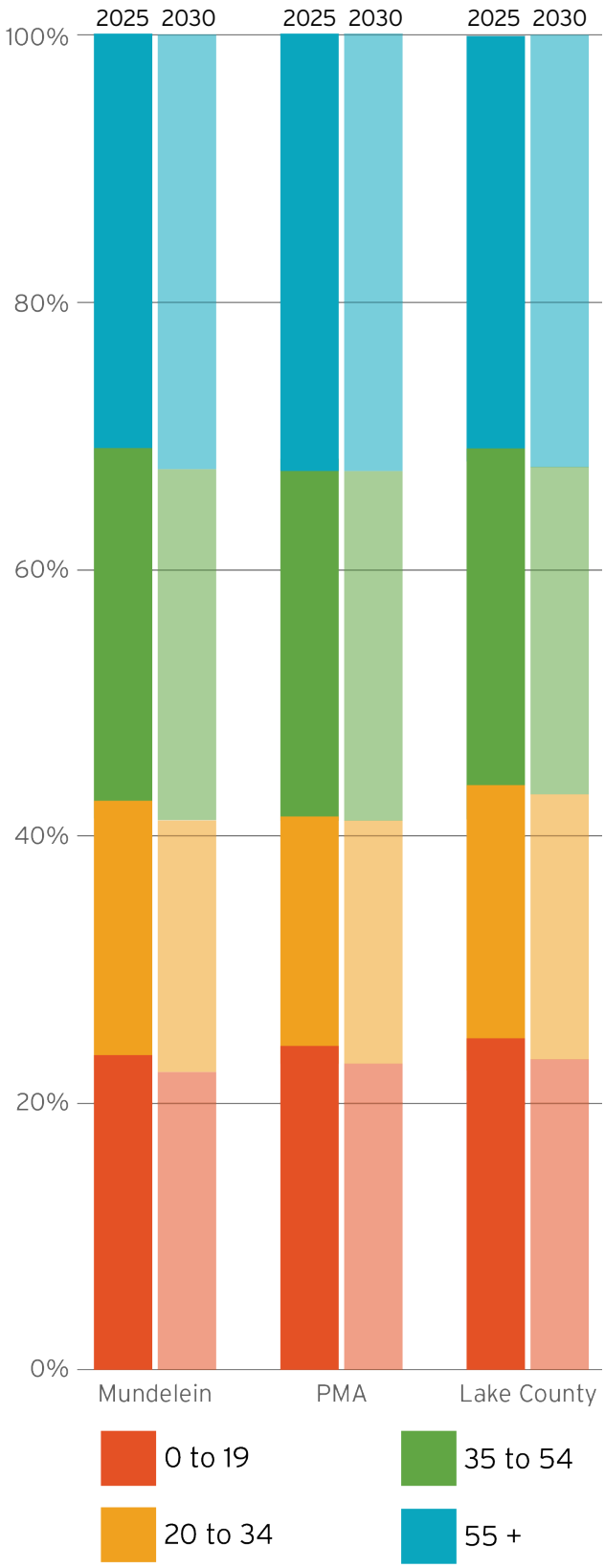
In communities such as Mundelein, these transitions often create demand for a wider range of housing options, including attached housing, smaller ownership units, and rental housing located in areas that provide convenient access to services, employment centers, and transportation infrastructure.

FIGURE 2.4
Median Age

	Mundelein	PMA	Lake County
2010	35.2	38.2	36.6
2020	38.9	40.9	39.3
2025	40.5	41.8	40.2
2030	41.2	42.2	40.6

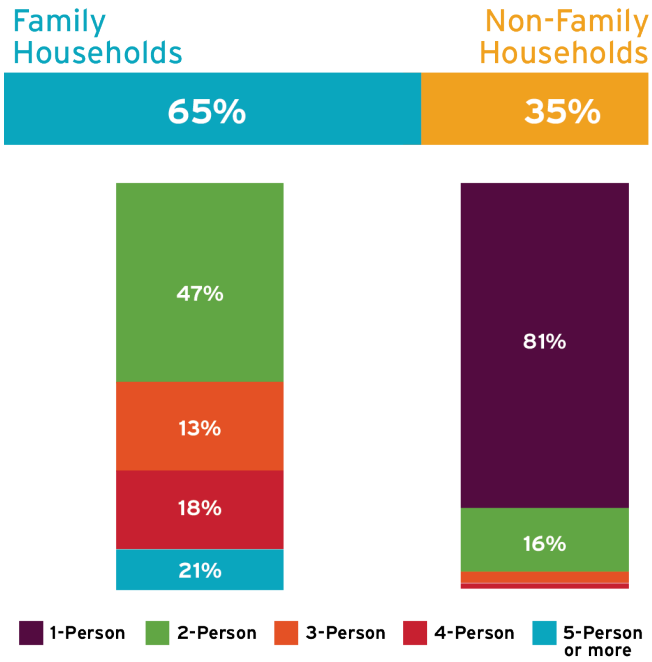
Source: U.S. Census Bureau, Esri (2025 estimates; 2030 projections).

FIGURE 2.5
Age Cohort and Projections



Source: U.S. Census Bureau, Esri (2025 estimates; 2030 projections).

FIGURE 2.6
Mundelein Households by Type & Size



Source: U.S. Census Bureau, Esri (2025 estimates; 2030 projections).

2.4 Household Composition

Household composition data provide additional insight into the types of housing demanded within the local market. According to American Community Survey estimates, approximately 65% of households in Mundelein are family households, while roughly 35% are nonfamily households. This distribution is generally consistent with patterns observed throughout the PMA and Lake County.

Within the nonfamily category, a substantial share of households consist of individuals living alone. Single-person households represent approximately one-quarter of all households in Mundelein and a similar share throughout the broader PMA and county. These households frequently include young professionals, older adults, and individuals experiencing transitions such as divorce, widowhood, or delayed marriage.

The presence of both traditional family households and a significant number of smaller households creates a diversified housing market. While single-family homes remain the dominant housing type throughout much of the PMA, the growing share of smaller households will likely support increasing demand for housing formats that offer smaller units, lower maintenance requirements, and greater proximity to amenities.

2.5 Household Income & Purchasing Power

Household income levels within Mundelein and the PMA indicate strong purchasing power relative to many communities within the broader Chicago metropolitan region. According to Esri's 2025 estimates, the median household income in Mundelein is approximately $108,932, while the PMA exhibits an even higher median household income of $132,605. Meanwhile, the median household income for Lake County as a whole stands at $114,065.

The distribution of household incomes further illustrates the economic strength of the submarket. A substantial share of households within the PMA fall within upper-middle and higher income brackets. In particular, households earning $100,000 or more annually represent a large portion of the income distribution. The presence of these higher-income households reflects the desirability of the communities within the PMA.

Within Mundelein itself, the income distribution is somewhat more balanced, with households represented across a wider range of income levels. This diversity reflects the community's mix of housing types and price points, including established single-family neighborhoods as well as more attainable housing options relative to some neighboring communities.

From a housing market perspective, these income patterns suggest that the PMA possesses the economic capacity to support a range of housing products. Higher-income households provide support for market-rate ownership housing and upscale rental units, while moderate-income households continue to generate demand for workforce housing, attainable ownership opportunities, and moderately priced rental housing.

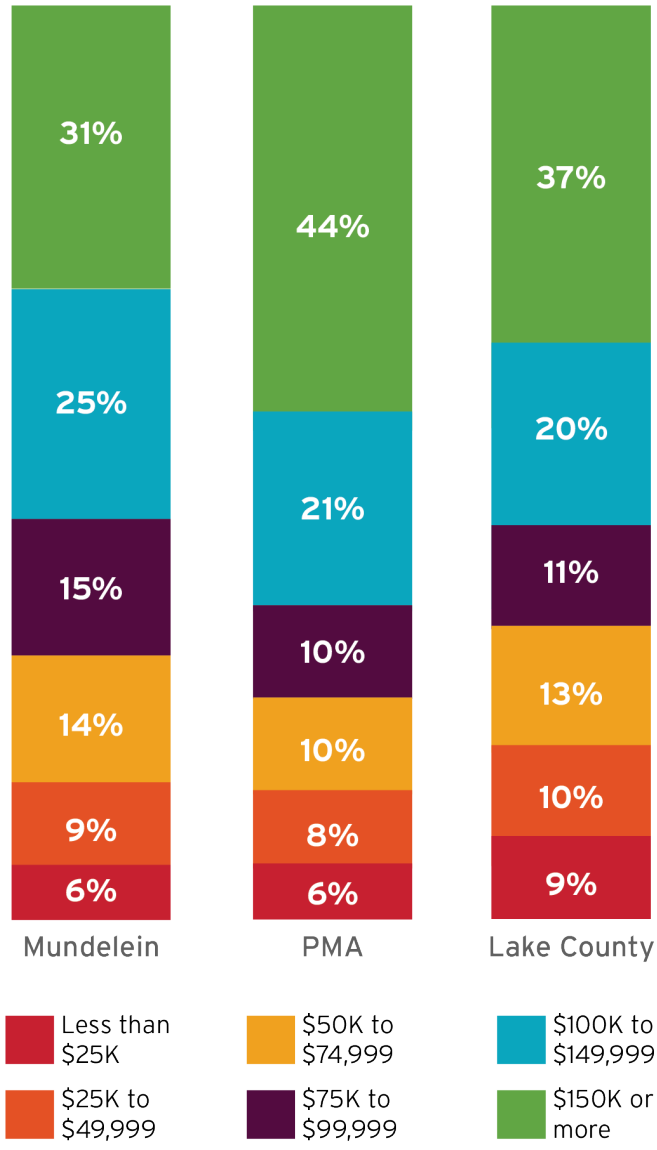
The combination of strong median incomes and a diverse income distribution also suggests that Mundelein may be well positioned to capture households seeking housing options that are more attainable than those available in nearby higher-priced communities.

FIGURE 2.7
Median Household Income & Projections

	Mundelein	PMA	Lake County
2025	$108,132	$132,605	$114,065
2030	$118,550	$150,027	$127,496

Source: U.S. Census Bureau, Esri (2025 estimates; 2030 projections).

FIGURE 2.8
Households by Income (2025)



Source: U.S. Census Bureau, Esri (2025 estimates; 2030 projections).

2.6 Implications for Future Housing Demand

Taken together, the demographic trends described above indicate that housing demand within Mundelein and the surrounding PMA will likely continue to be driven primarily by internal demographic transitions rather than rapid population expansion. As discussed, household growth is projected to exceed population growth, reflecting declining household sizes and evolving household structures. At the same time, the population is gradually aging, while still maintaining a stable base of working-age residents.

These conditions often support demand for a wider range of housing options, including smaller ownership units, rental housing, and housing formats that allow older residents to remain within their community while transitioning to more manageable housing arrangements. In this context, housing demand in Mundelein is likely to be influenced not only by new households entering the market but also by existing residents seeking housing that better matches their current stage of life.

Communities that successfully accommodate these transitions often do so by introducing a mix of housing types that complement existing single-family neighborhoods while providing new options for younger households, downsizing homeowners, and others seeking greater convenience or affordability. As such, the demographic and income characteristics of Mundelein and the surrounding PMA provide a stable foundation for thoughtful housing development that responds to evolving community needs.

Image Source: Development Planning Partners

CHAPTER 3

Economic & Employment Analysis

Key Takeaways

- **Strong regional employment base** supported by corporate, manufacturing, health care, education, and service sectors
- **Highly professional workforce**, with approximately 76.9% in white-collar occupations
- **Diverse employment structure**, contributing to economic stability
- **Access to major employment centers** throughout Lake County
- **Broad housing demand across income levels** supported by regional economic and employment conditions

3.0 Overview

The PMA benefits from its location within the economically diverse and highly integrated Lake County economy. Residents of Mundelein, Libertyville, Vernon Hills, Grayslake, Lake Zurich, and Hawthorn Woods participate in a regional labor market that includes corporate headquarters, advanced manufacturing, health care systems, educational institutions, retail centers, and logistics facilities throughout the northern Chicago metropolitan area.

The characteristics of the resident workforce, including labor force participation, industry composition, and occupational structure, provide important insight into household income levels, employment stability, and resulting housing demand within the PMA.

3.1 Labor Force Characteristics

Economic conditions within the PMA reflect the strength of the broader Lake County economy. According to Esri estimates, the PMA includes a substantial and active labor force, with a majority of working-age residents participating in the regional economy.

As of 2025, the PMA contains approximately 68,000 employed residents age 16 and older, with an unemployment rate of 3.4%, lower than that of Lake County as a whole, at 4.7%. The PMA's labor force participation rate, at 67.6%, is also higher that of Lake County, at 64.0%.

Labor Force Characteristics continued

The size and activity of the labor force reflect the PMA's location within the northern Chicago suburban employment corridor, where residents have access to a wide range of employment opportunities across Lake County and neighboring communities.

Overall, labor force conditions indicate a stable workforce that supports ongoing household formation and sustained housing demand.

FIGURE 3.1
Key Labor Force Characteristics (2025)

	PMA	Lake County
Population 16+	104,567	572,909
Employed	68,244	349,620
Unemployed	2,377	17,204
Unemployment Rate	3.4%	4.7%
Labor Force Participation Rate	67.5%	64.0%

Source: Esri Business Analyst, 2025 Estimates

3.2 Employment by Industry (Resident Workforce)

The industries employing PMA residents reflect the sectors that generate household income within the region. These data describe resident employment, rather than the location of jobs, and therefore capture the economic base supporting local households.

Manufacturing represents the largest employment sector, accounting for approximately 16% of employed residents, reflecting Lake County's role as a center for advanced manufacturing and life sciences production.

Professional, scientific, and technical services and health care and social assistance each account for approximately 12% of employment, representing key sources of high-skilled and stable employment.

Retail trade accounts for approximately 11% of employment, supported by the region's commercial corridors and retail centers. Educational services, finance and insurance, and accommodation and food services also represent meaningful employment sectors.

Overall, the industries employing PMA residents demonstrate a diverse economic base that supports employment across a wide range of occupations and income levels.

FIGURE 3.2
Employment by Industry Sector

	PMA	Lake County
Manufacturing	16%	15%
Professional, Technical, Scientific	12%	10%
Health Care & Social Assistance	12%	12%
Retail Trade	11%	11%
Educational Services	9%	8%
Finance & Insurance	7%	7%
Accommodation & Food Services	6%	6%
Administrative & Support	5%	5%
Wholesale Trade	4%	3%
Construction	4%	5%
Other Services	4%	4%
Transportation & Warehousing	3%	4%
Public Administration	3%	3%
Information	2%	2%
Real Estate, Rental, Leasing	1%	2%
Arts, Entertainment, Recreation	1%	1%

Source: Esri Business Analyst, 2025 Estimates

3.3 Occupational Structure of Employed Residents

In addition to employment by industry, the occupational structure of employed residents further defines the economic profile of households within the PMA.

The resident workforce is strongly oriented toward professional, managerial, and other white-collar occupations. Approximately 49% of employed residents work in management, business, financial, and professional occupations, representing the largest occupational category. These include corporate managers, engineers, financial professionals, and other skilled workers employed throughout the Chicago metropolitan area.

An additional 13% of residents work in education, legal, community service, arts, and media occupations, while approximately 7% are employed in health care practitioner and technical roles.

Sales and office occupations account for approximately 10% of employment, while service occupations represent approximately 10% of the workforce. Production, transportation, and material moving occupations account for approximately 8%, reflecting the continued role of manufacturing and logistics.

Overall, approximately 77% of employed residents work in management, professional, sales, and office occupations, indicating a predominantly white-collar workforce and supporting relatively strong household income levels.

3.4 Regional Employment Centers

While the preceding data reflect the employment of PMA residents, the regional economy is shaped by major employment centers throughout Lake County and the northern Chicago metropolitan area.

Lake County serves as a hub for life sciences, advanced manufacturing, corporate headquarters, and professional services, with major employers including AbbVie, Abbott Laboratories, Baxter International, W.W. Grainger, Discover Financial Services, and Walgreens.

Large corporate and research campuses are located within a short commuting distance of the PMA, including Abbott Park near Lake Bluff and AbbVie's campus in North Chicago. These facilities anchor a major life sciences cluster within the region.

Health care and education also represent significant employment drivers, including Northwestern Medicine Lake Forest Hospital, Advocate Condell Medical Center, the College of Lake County, and local school districts.

Naval Station Great Lakes further contributes to the regional economy as the U.S. Navy's primary recruit training facility, supporting thousands of military and civilian jobs.

Together, these employment centers provide a broad range of job opportunities accessible to PMA residents and contribute to the long-term stability of the regional economy.

FIGURE 3.3
PMA Resident Jobs by Occupational Category (2025)

Occupations	Approximate Share of Total Employment
Management, Business, Financial, and Professional	49%
Education, Legal, Community Service, Arts, and Media	13%
Healthcare Practitioners and Technical	7%
Sales and Office	10%
Services	12%
Production, Transportation, and Material Moving	8%
TOTAL EMPLOYED RESIDENTS	**68,244**

Source: Esri Business Analyst, 2025 Estimates

Baxter Corporate Campus

Image Source: Landmarks Illinois (landmarks.org)

3.5 Implications for Housing Demand

The economic characteristics of the PMA directly influence the types of housing supported within the region. The composition of the resident workforce and access to major employment centers contribute to demand across a range of housing types and price points.

A large share of residents are employed in professional, managerial, financial, and technical occupations, supporting demand for ownership housing, move-up housing, and higher-quality rental units.

At the same time, workers employed in sales, office, service, and production occupations generate demand for attainable rental housing, workforce housing, and moderately priced ownership options.

Finally, the PMA's accessibility to employment throughout Lake County and beyond is supported by major transportation corridors including Interstate 94, U.S. Route 45, Illinois Routes 60 and 176, and Metra commuter rail service, enabling residents to commute throughout the northern Chicago suburban region and other primary employment concentrations, including the City of Chicago.

Overall, the region's employment base supports a balanced housing market serving households across a broad range of income levels and occupational groups.

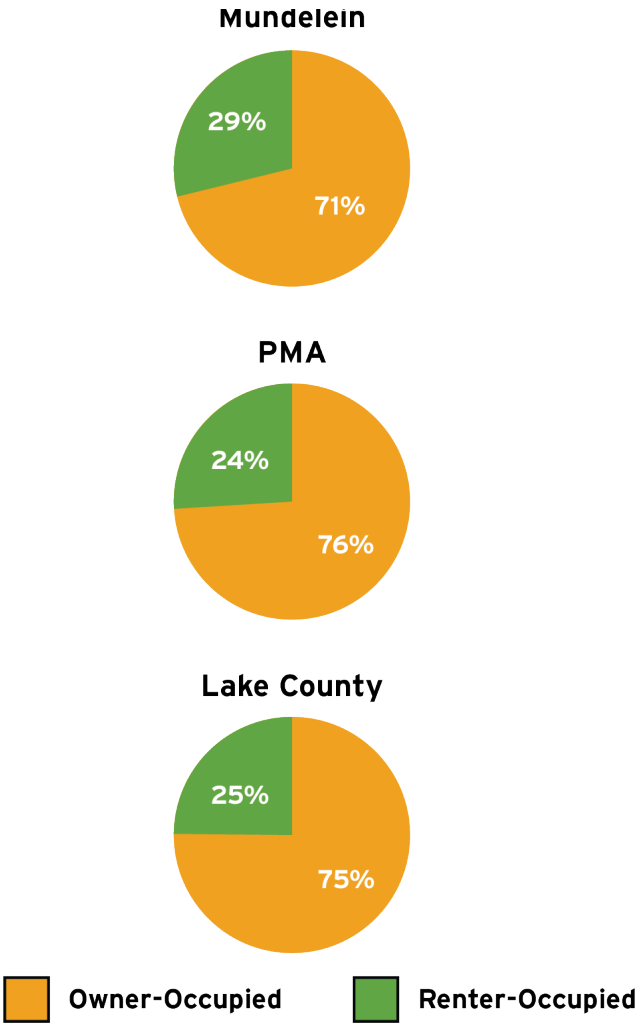
CHAPTER 4

Housing Stock & Occupancy Characteristics

Key Takeaways

- Predominantly **single-family, owner-oriented housing stock**, typical of suburban communities
- **Limited supply of rental and multifamily housing** across much of the PMA
- **Housing development concentrated in the 1960-1999 period**, with much of the supply aging simultaneously and possibly facing obsolescence in the coming years
- **High occupancy (low vacancy)** indicates limited excess supply and a tight market
- Future housing needs will depend on **new development and diversification of housing types**

FIGURE 4.1
Housing Units by Tenure



Source: American Community Survey 5-year estimates, 2024, Table B25003

4.1 Housing Tenure

Housing within the PMA is predominantly owner-occupied, reflecting the suburban character of the communities that comprise the market area. According to the most recent ACS estimates, approximately 75.5% of occupied housing units within the PMA are owner-occupied, while 24.5% are renter-occupied.

The Village of Mundelein exhibits a somewhat larger rental presence than the PMA overall, which is not surprising, given recent development patterns there. Within Mundelein, 71.2% of occupied units are owner-occupied and 28.8% are renter-occupied, indicating a more diverse housing mix than is present in several surrounding communities. This pattern reflects the presence of multifamily housing developments and rental options that serve a broader range of household types and income levels.

At the county level, Lake County displays a similar tenure pattern, with 74.8% owner occupancy and 25.2% renter occupancy. The PMA's tenure structure is therefore broadly consistent with the countywide housing market, though individual communities vary in the relative availability of rental housing.

Overall, the historic orientation towards owner-occupancy remains largely in place across the PMA. This structure has important implications for the local housing market, particularly with respect to the availability of rental housing options for younger households, workforce households, and residents seeking more flexible housing arrangements.

4.2 Housing Structure Type

The housing stock within the PMA reflects the suburban development patterns typical of many communities in Lake County. The majority of housing units consist of single-family homes, with single-family detached units accounting for approximately 63% of the housing inventory within the PMA. An additional 14% of housing units consist of single-family attached homes, such as townhomes and duplex-style ownership units.

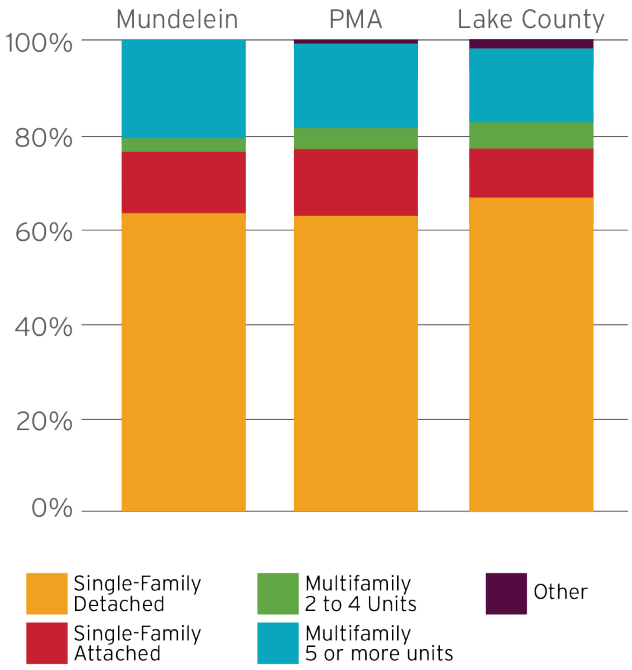
Multifamily housing represents a smaller but still important component of the market-area housing supply. Approximately 23% of housing units within the PMA are located in multifamily structures, including both smaller buildings with two to four units and larger apartment communities. Buildings containing five or more units account for approximately 18% of housing units, indicating the presence of several apartment developments within the region.

Within the Village of Mundelein, the housing stock follows a similar overall pattern but includes a somewhat larger share of larger multifamily structures. While roughly 63% of housing units in Mundelein are single-family detached homes, approximately 21% of units are located in buildings containing five or more units, which exceeds the PMA and county averages. This reflects the presence of several apartment communities that contribute to the Village's relatively larger supply of rental housing.

It should be noted that the ACS data, representing estimates from 2020-2024, do not fully capture the effects of recent development, particularly in downtown Mundelein. Over the past decade, the Village has experienced significant new rental housing development, with more than 800 multifamily and townhome rental units completed since approximately 2016 and additional units currently under construction. As a result, the local rental housing inventory (particularly multifamily apartments) is expanding more rapidly than may be reflected in ACS estimates.

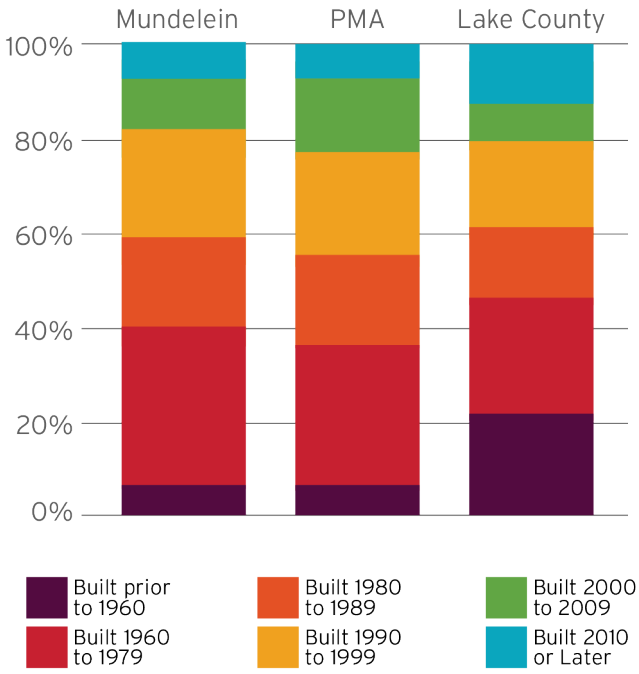
Overall, the housing stock across the PMA and Lake County remains predominantly low-density, though the presence of multifamily housing in communities such as Mundelein and Vernon Hills provides important housing options for renters, workforce households, and residents seeking alternatives to single-family ownership housing.

FIGURE 4.2
Housing Units by Structure Type



Source: American Community Survey 5-year estimates, 2024, Table B25024

FIGURE 4.3
Housing Units by Year Built



Source: American Community Survey 5-year estimates, 2024, Table B25024

4.3 Age of Housing Stock

The housing stock within the PMA reflects several waves of suburban development that occurred over the past several decades as Lake County communities expanded outward from the Chicago metropolitan area. Much of the housing inventory was constructed during the late twentieth century, when population growth and regional employment expansion supported significant residential development.

Across the PMA, approximately 52% of housing units were constructed between 1980 and 1999, representing the primary suburban growth period for many communities in the market area. An additional 30% of units were built between 1960 and 1979, reflecting earlier phases of suburban expansion as residential development spread northward from Cook County during the postwar period.

More recent construction represents a smaller share of the housing inventory. Roughly 23% of housing units were built after 2000, with the majority of this construction happening prior to the housing and financial market crises of 2008.

Within the Mundelein, the housing stock is somewhat concentrated in homes built during the 1960–1979 development period, which account for a third of all housing units. This reflects the community's historic growth pattern, when many of its established residential neighborhoods were first developed. Homes constructed during the 1980–1999 period account for an additional 41.9% of the housing inventory, reinforcing the importance of late twentieth-century suburban expansion in shaping the Village's residential character. Again, however, the ACS data do not fully capture more recent multifamily development concentrated in downtown Mundelein.

By comparison, Lake County's housing stock includes a larger share of older housing, with 21.4% of homes built prior to 1960, reflecting the presence of older communities and historic neighborhoods throughout the county. Overall, however, the housing stock within both the PMA and Lake County can be characterized as mature but generally modern, with a substantial portion of homes built within the past four decades.

4.4 Housing Occupancy & Vacancy

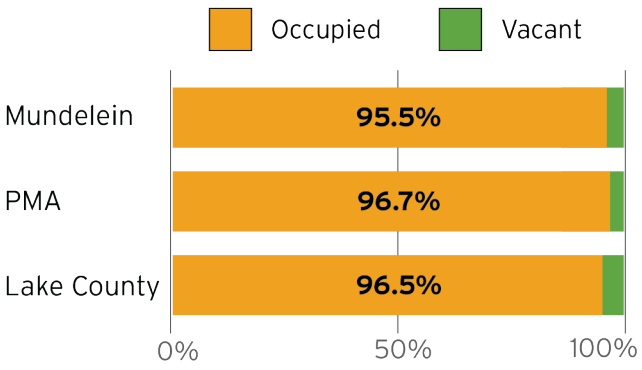
Housing occupancy levels within the Primary Market Area indicate a relatively tight housing market with limited vacancy. According to ACS estimates, approximately 97% of housing units within the PMA are occupied, leaving a vacancy rate of only 3%. This relatively low vacancy level reflects the stable suburban housing market conditions typical of many communities in Lake County.

Within Mundelein, occupancy levels are similarly strong, at 95.5%. This level is generally consistent with balanced to tight housing market conditions and suggests that most housing units within the Village are actively utilized.

Across Lake County as a whole, occupancy levels are slightly lower, but, at over 96% are still considered balanced. The somewhat higher countywide vacancy rate likely reflects a broader mix of housing types and transitional vacancies across a larger geographic area.

Overall, the relatively high occupancy levels observed across the PMA and in Mundelein indicate limited excess housing supply, suggesting that the existing housing inventory is generally well aligned with household demand. These conditions can contribute to upward pressure on housing prices and rents when population and household growth occur without corresponding increases in housing supply and, correspondingly, indicate that new supply is needed for the efficient operation of the housing ecosystem.

FIGURE 4.4
Occupancy Status



Source: American Community Survey 5-year estimates, 2024, Table B25002

4.5 Housing Stock Summary

The housing stock within the Primary Market Area reflects a mature, predominantly single-family suburban housing market that has evolved through several decades of steady residential development. While the overall structure and composition of the housing inventory are broadly consistent with suburban norms, several characteristics of the existing housing stock have important implications for future housing demand and development potential.

First, the housing inventory remains heavily oriented toward owner-occupied, single-family housing, with a comparatively limited supply of rental and multifamily units across much of the PMA. While communities such as Mundelein and Vernon Hills provide a somewhat broader mix of housing types, the overall market offers relatively few options for households seeking alternatives to traditional ownership housing, including younger households, downsizing households, and workforce renters.

Second, the housing stock is largely built out and concentrated in development periods between 1960 and 1999. Notwithstanding recent deliveries, primarily in Mundelein and Vernon Hills, this pattern reflects the historical growth trajectory of the region but also suggests that much of the existing housing inventory is aging simultaneously, which may create both reinvestment needs and opportunities for redevelopment or diversification over time.

Finally, high occupancy levels and low vacancy rates indicate tightness in the market, with limited excess capacity to accommodate additional household growth. In this context, future population and household growth will increasingly depend on new housing production, rather than absorption of existing vacancies.

Taken together, these conditions suggest a housing market that is stable but constrained, with limited diversity in housing types and limited slack in supply. These characteristics provide an important foundation for understanding current market conditions and identifying opportunities to expand and diversify the housing inventory in subsequent sections of this analysis.

CHAPTER 5

Housing Market Conditions

Key Takeaways

- **Diverse housing stock** anchored by single-family neighborhoods and expanded by newer rental and attached product
- **Recent development has shifted toward rental and downtown**, with nearly 70% of new units delivered since 2016 as rental housing
- **Balanced and resilient rental market**, with stabilized vacancy in the 4%–6% range despite significant new supply
- **Mundelein rental product is competitively positioned** below top-tier submarkets, offering comparable quality at a 10%–15% price discount
- **Ownership market is highly constrained**, with approximately 1.0 month of supply and continued upward pressure on prices
- **Strongest ownership demand concentrated in mid-priced housing,** particularly in the $300K–$500K range
- **Limited availability of lower-cost housing**, with minimal inventory below $300K across both Mundelein and the PMA
- **Development pipeline reinforces current trends**, with continued emphasis on rental, townhome, and mixed-use development formats

5.1 Market Structure

Mundelein's housing market reflects a combination of established suburban neighborhoods and more recent development that has expanded the range of available housing options. Much of the Village's housing inventory was developed between the 1970s and 1990s and consists primarily of single-family detached homes and townhomes. These neighborhoods continue to form the foundation of the local housing market and accommodate a large share of family households.

Older residential areas near the downtown core include smaller single-family homes, many constructed in the 1940s and 1950s, that provide comparatively attainable ownership opportunities. This segment plays an important role in supporting workforce housing and entry-level homeownership.

Over the past decade, a new layer of housing has emerged, particularly in and around the downtown and Metra station area. Multifamily and rental townhome developments completed since approximately 2016 have introduced higher-density housing formats and expanded the Village's rental inventory, which historically represented a relatively limited share of the housing supply.

Taken together, Mundelein's housing market functions as a set of interconnected submarkets, ranging from established ownership neighborhoods to newer rental communities, each serving distinct household types and price points. Understanding how these segments function within the housing market is important because they influence both housing affordability and the types of housing opportunities available within the Village.

At the same time, the Village operates within a broader competitive environment, as households regularly consider nearby communities such as Libertyville, Vernon Hills, Grayslake, and Lake Zurich when making housing decisions. As a result, local conditions must be evaluated within the context of the PMA.

FIGURE 5.1
Conceptual Housing Submarkets Relevant to Mundelein

Submarket	Typical Housing Types	Development Period	Market Role
Downtown Mundelein Residential District	Multifamily apartments, rental townhomes, some affordable and senior housing	Primarily 2016 to present	Emerging higher-density residential district, strong rental housing growth, proximity to downtown amenities and Metra Station
Established Mundelein Neighborhood *Historic Village Housing*	Small single-family homes on traditional lots	Primarily 1940's to 1960's	Important source of workforce, moderate-income, and first-time buyer housing due to comparatively lower home prices
Established Mundelein Neighborhood *Suburban Expansion Housing*	Single-family subdivisions, townhomes, garden-style apartments	Primarily 1970 to 1999	Core housing supply of the Village, serving families and move-up homeowners
Regional PMA Housing Market	Mix of single-family homes, townhomes, and multifamily developments in surrounding communities	Various	Broader competitive housing market influencing rents, home prices, and development trends in Mundelein

Source: American Community Survey 5-year estimates, 2024, Table B25002

5.2 Recent Residential Development Trends

Residential development activity over the last decade has been largely concentrated in the downtown area, where a series of multifamily and rental townhome developments have been completed within walking distance of the Metra station. In addition, more traditional subdivision development has occurred, particularly along the edges of the Village.

In total, more than 1,200 housing units have been delivered during this period, with nearly 70% consisting of rental housing. The 819 rental units delivered are located in seven developments, of which five are market-rate and two are designated affordable (rent restricted). This represents a notable shift from the Village's historical development pattern, which was dominated by ownership housing.

These newer developments have introduced modern housing formats, expanded the Village's rental inventory, and contributed to the emergence of a more urban, transit-oriented residential environment. Many incorporate contemporary unit layouts, integrated or structured parking, and proximity to transit and downtown amenities - features that have broadened the Village's appeal to renters, commuters, and downsizing households.

Residential development outside of the downtown area has continued at a more modest scale, primarily in the form of single-family and townhome subdivisions. While these developments remain an important component of the overall housing supply, the scale and visibility of downtown development have played a more significant role in reshaping the Village's housing profile.

FIGURE 5.2
Recently Completed Developments (2016 - 2025)

TOTAL: 1,233
RENTAL: 819
FOR SALE: 414

Fairhaven Crossing

Village Location: Downtown
Type: Multifamily Rental (Affordable)
Units: 40
Year Completed: 2016
Developer: Veirgreen Development

Coves of Mundelein

Village Location: South
Type: Multifamily Rental
Units: 36
Year Completed: 2016
Developer: Mega Group

Cardinal Square (Building C, D1, D2)

Village Location: Downtown
Type: Multifamily Rental
Units: 245
Year Completed: 2023
Developer: TRES Real Estate Services

Morris Station

Village Location: Downtown
Type: Townhome Rental
Units: 139
Year Completed: 2023
Developer: Charles Hall Construction

The Townes at Oak Creek

Village Location: South
Type: Townhomes For Sale
Units: 222
Year Completed: 2023
Developer: DR Horton

Sheldon Woods

Village Location: West
Type: Detached For Sale
Units: 192
Year Completed: 2023
Developer: PulteGroup

Station 250

Village Location: Downtown
Type: Multifamily Rental
Units: 166
Year Completed: 2023
Developer: Synergy Construction Group

Mundelein Senior Apartments

Village Location: Downtown
Type: Multifamily Rental (Senior Affordable)
Units: 46
Year Completed: 2024
Developer: The DeBruler Company

Springs at Mundelein

Village Location: Southeast
Type: Townhome Rental
Units: 147
Year Completed: 2025
Developer: Continental Properties

Source: Development Planning Partners

5.3 Rental Market Conditions

While Mundelein's overall rental inventory includes a mix of older multifamily properties, scattered single-family rentals, and newer purpose-built rental communities, this analysis focuses on the segment of the market most directly competitive with potential future development. Specifically, the rental survey and analysis emphasize newer, market-rate properties of significant scale and offering contemporary unit design, amenities, and building features comparable to those that would be delivered within the study's forecast period.

This approach reflects standard market analysis practice and ensures that conclusions regarding pricing, absorption, and demand are aligned with the types of housing most likely to be developed in the near term.

Inventory and Market Evolution

The rental market in Mundelein has expanded significantly in recent years, driven by several large-scale developments delivered in the last decade, and particularly since 2020. As previously discussed, the Village's housing inventory was traditionally dominated by owner-occupied housing, with limited multifamily supply. The addition of newer rental communities has introduced a broader range of housing options and contributed to a more balanced housing mix.

The newest competitive, market-rate rental inventory includes both traditional multifamily buildings and horizontally configured, townhome-style rental communities. Two developments (Station 250 and Cardinal Square) represent higher-density, highly amenitized apartment developments located in the downtown area, while two others (Morris Station and Springs at Mundelein) offer larger-format units with private entrances and attached garages.

Our expanded rental market analysis included a survey of more comparable multifamily developments throughout the PMA. Due to the limited amount of newer development outside of Mundelein, we extended this survey to encompass properties built since 2000. While not strictly comparable to newly delivered product, these older properties offer important insights into competitive conditions PMA-wide. In total, seven properties were surveyed, encompassing 1,551 units. By far the largest proportion of development has occurred in Vernon Hills, in and around the Hawthorn Mall area, representing more than 80% of the units surveyed.

FIGURE 5.3
Representative Rental Properties, Mundelein

	Avg. Rent	Rent/SF	Vacancy
Cardinal Square 245 Units, 2024 *Avg. Unit Size: 962*	$2,297	$2.39	5.1%
Station 250 166 Units, 2024 *Avg. Unit Size: 912*	$2,207	$2.42	4.2%
Morris Station 139 Units, 2023 *Avg. Unit Size: 1,056*	$2,147	$2.03	6.5%
Springs at Mundelein* 147 Units, 2025 *Avg. Unit Size: 1,020*	$2,308	$2.26	40.1%
TOTAL/AVG	**$2,215**	**$2.26**	**5.3%**

**Property remains in initial lease-up. Not included in vacancy average*
Source: CoStar, Property Websites, Development Planning Partners

Cardinal Square in Mundelein

Image Source: Development Planning Partners

FIGURE 5.4
Representative Rental Properties, PMA (excluding Mundelein)

	Average Rent	Rent per SF	Vacancy Rate
The Atworth at Mellody Farms			
in Vernon Hills 260 Units, 2018 *Avg. Unit Size: 952*	$2,845	$2.99	3.8%
Domaine at Hawthorn Row			
in Vernon Hills 311 Units, 2023 *Avg. Unit Size: 901*	$2,638	$2.93	9.0%
The Oaks of Vernon Hills			
in Vernon Hills 336 Units, 2014 *Avg. Unit Size: 1,024*	$2,375	$2.32	3.9%
The Landing at Town Center			
in Vernon Hills 85 Units, 2010 *Avg. Unit Size: 1,231*	$2,621	$2.13	N/A
The Majestic Luxury Apartments			
in Vernon Hills 294 Units, 2004 *Avg. Unit Size: 1,118*	$2,963	$2.65	6.5%
Savanna Ridge			
in Vernon Hills 59 Units, 2001 *Avg. Unit Size: 997*	$1,984	$1.99	1.7%
The Landings of Lake Zurich			
in Lake Zurich 206 Units, 2000 *Avg. Unit Size: 902*	$2,056	$2.28	2.9%
TOTAL/ AVERAGE	**$2,548**	**$2.49**	**4.6%**

Source: CoStar, Property Websites, Development Planning Partners

Occupancy and Market Conditions

Vacancy levels among the newest rental developments in Mundelein indicate generally balanced market conditions despite a significant increase in supply. Stabilized properties report vacancy rates ranging from approximately 4.2% to 6.5%, with an overall average of approximately 5.3%.

These levels are broadly consistent with the PMA, where stabilized vacancy typically ranges from approximately 4% to 5%. The newest development, Springs at Mundelein, is currently in lease-up and reports vacancy of approximately 40%; however, this is typical for newly delivered properties and is expected to decline as leasing progresses.

Overall, the ability of the market to absorb a substantial volume of new units while maintaining vacancy within a relatively tight range indicates that rental demand remains solid.

FIGURE 5.5
Primary Rental Market Indicators

Indicator	Mundelein	PMA (Excluding Mundelein)
Units Surveyed	705	1,551
Weighted Avg. Unit Size (SF)	981	999
Weighted Avg. Effective Rent	$2,215	$2,548
Weighted Rent per SF	$2.26	$2.55
Stabilized Vacancy	5.3%	4.6%

Source: CoStar, Property Websites, Development Planning Partners

Unit Mix, Pricing, and Competitive Position

Average effective rents among surveyed properties in Mundelein stand at $2,215, compared with approximately $2,548 across competitive properties elsewhere in the PMA, a difference of approximately 13%. On a per-square-foot basis, rents average approximately $2.26 in Mundelein versus $2.55 regionally. Unit sizes are generally comparable (981 square feet in Mundelein versus 999 square feet across the PMA), indicating that the rent differential reflects market positioning rather than differences in unit scale.

An analysis of unit mix indicates that both Mundelein and the broader PMA (excluding Mundelein) are heavily weighted toward one- and two-bedroom units, which together account for approximately 86% of units in Mundelein and 90% across the PMA. One-bedroom units represent the largest share of the inventory in both markets, accounting for 44% of units in Mundelein and 46% in the PMA, followed closely by two-bedroom units at 42% and 44%, respectively.

However, several notable differences emerge. Studio units account for a larger share of the unit mix in Mundelein (12%) compared with just 4% elsewhere in the PMA, reflecting the more recent vintage of many Mundelein developments and their orientation toward smaller households and transit-supportive living. By contrast, three-bedroom units are relatively limited in Mundelein, comprising just 2% of the inventory, compared with 6% across the broader PMA.

Current effective rental rates by unit type follow a consistent pattern across both geographies, with Mundelein units priced below comparable units elsewhere in the broader market area. Studio units in Mundelein average $1,821, compared with $2,099 elsewhere in the PMA—a difference of roughly 13%. One-bedroom units average $2,039 in Mundelein versus $2,236 regionally (9% lower), while two-bedroom units average $2,689 compared with $2,858 (6% lower). A significant difference is also observed among higher-priced three-bedroom units, where average rents in Mundelein stand at $3,539 compared with $3,853 elsewhere in the PMA, reflecting a difference of approximately 8%.

Within the PMA, properties located in Vernon Hills command the highest rents, with an average rent of approximately $2,684, or $2.64 per square foot—representing a roughly 21% premium over the Mundelein properties. These properties tend to reflect newer, luxury-oriented product with higher-end finishes and amenity packages.

Taken together, these findings indicate that newer developments in Mundelein are positioned well below the highest-priced submarkets within the PMA—particularly Vernon Hills—but remain competitive within the broader regional market. Mundelein's newer properties offer a similar mix of unit types and comparable unit sizes, but at lower price points, allowing the Village to attract renters seeking comparable high-quality housing at a relative value compared to top-tier locations.

Market Trends

Rental market trends across the PMA (including Mundelein) indicate sustained growth over the past decade. Average rents increased from approximately $1,860 in 2017 to approximately $2,480 in late 2025, representing an increase of approximately 33%.

Rent growth accelerated notably following 2020. Between 2017 and 2020, average effective rents increased at an annual rate of 1.6%. By comparison, rents grew at an annual rate of 4.9% between 2020 and 2025. This shift reflects a period of heightened demand and constrained supply (during the COVID years), contributing to stronger rent growth in recent years.

Even as region-wide rents increased, vacancy fell to approximately 3.6% in 2021 before stabilizing in a balanced 4% to 5% range in recent years as new supply was delivered.

These trends indicate a resilient rental market that has continued to absorb new development while maintaining stable occupancy levels.

FIGURE 5.6
Unit Mix and Averate Rents by Unit Type

MUNDELEIN

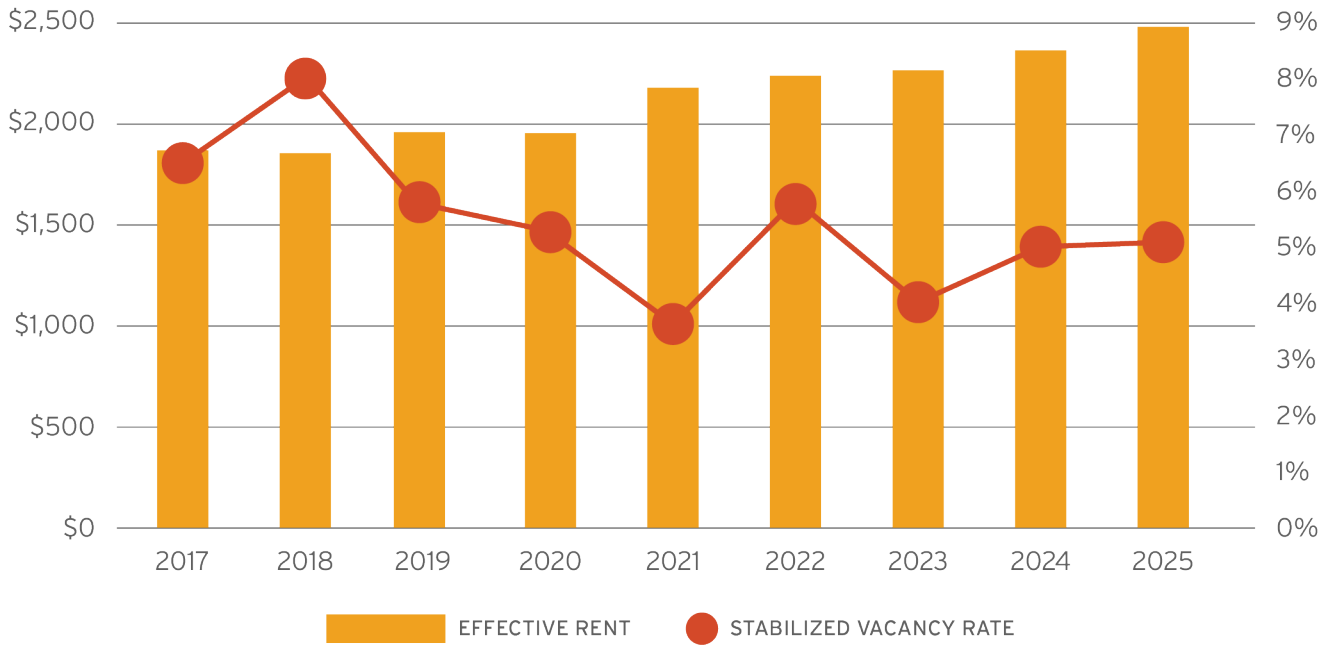
Unit Type	Total Units	% of Mix	Avg. Unit Size (SF)	Rent Range	Avg. Rent	Rent per SF
Studio	85	12%	646	$1,778 to $1,866	$1,821	$2.82
1-bedroom	310	44%	754	$1,796 to $2,362	$2,039	$2.70
2-bedroom	296	42%	1,159	$2,604 to $2,862	$2,689	$2.32
3-bedroom	14	2%	1,337	$3,379 to $3,732	$3,539	$2.65
All Units	**705**	**100%**	**981**	**$1,778 to $3,732**	**$2,215**	**$2.26**

PMA (EXCLUDING MUNDELEIN)

Unit Type	Total Units	% of Mix	Avg. Unit Size (SF)	Rent Range	Avg. Rent	Rent per SF
Studio	62	4%	612	$2,041 to $2,118	$2,099	$3.43
1-bedroom	713	46%	808	$1,793 to $2,598	$2,236	$2.77
2-bedroom	682	44%	1,163	$2,071 to $3,369	$2,858	$2.46
3-bedroom	93	6%	1,508	$3,707 to $4,099	$3,853	$2.56
All Units	**1,551**	**100%**	**999**	**$2,041 to $4,099**	**$2,548**	**$2.55**

Source: CoStar, Property Websites, Development Planning Partners

FIGURE 5.7
Rent and Vacancy Trend, PMA and Mundelein



Source: CoStar, Property Websites, Development Planning Partners

5.4 For-Sale Housing Market Conditions

Owner-occupied housing remains the dominant component of Mundelein's housing inventory, consisting primarily of single-family detached homes with a smaller share of attached housing. Market conditions reflect strong demand, limited supply, and sustained price growth across both the Village and the broader PMA.

Sales Activity and Pricing

During the past 12 months, 477 homes were sold in Mundelein, compared with 2,000 across the PMA, indicating that the Village accounts for nearly a quarter of all transactions within the broader market area.

The median sale price in Mundelein was $390,990, or 11% less than the PMA median of $438,490. Homes in Mundelein sold in 38 days on average, taking modestly longer to sell than the 33 days across the PMA, while sellers in both areas achieved approximately 100% of list price. These indicators reflect strong demand and limited negotiating leverage for buyers across both markets.

An analysis of sales by price range provides additional insight into how the ownership market is distributed and where demand is concentrated. In Mundelein, the largest share of home sales—nearly 32%—occurred in the $300,000 to $399,999 range, followed by 24% between $400,000 and $499,999. Together, these two price bands account for nearly 56% of all home sales in the Village, indicating that demand is heavily concentrated in the mid-priced segment of the market.

By comparison, the broader PMA exhibits a somewhat higher concentration of sales at upper price points. The largest share of PMA transactions, nearly 26%, occurred between $500,000 and $749,999, followed by 22% between $300,000 and $399,999. Homes priced above $500,000 account for nearly 40% of all sales across the PMA, compared with approximately 25% in Mundelein.

Lower-priced housing options remain limited in both markets. Homes priced below $200,000 represent just 1.9% of sales in Mundelein and 3.5% across the PMA, while the $200,000 to $299,999 range accounts for 17.2% and 15.8% of sales, respectively. These figures indicate a relatively constrained supply of lower-cost ownership housing across the region.

FIGURE 5.8
Headline Home Sale Activity Comparison

Metric	Mundelein	PMA	Mundelein % of PMA
Number of Homes Sold (12 months)	477	2,000	24%
Median Sale Price	$390,990	$438,490	89%
Average Sale Price	$431,373	$507,601	85%
Average Days on Market	38	33	115%
Sale-to-List Ratio	100%	100%	100%

Source: Midwest Real Estate Data (MRED)

FIGURE 5.9
Home Sales by Price Range (Past 12 Months)

Sales Price Range	Mundelein Sales	Share of Sales	PMA Sales	Share of Sales
Under $200,000	9	2%	69	3%
$200,000 to $299,999	82	17%	316	16%
$300,000 to $399,999	151	32%	444	22%
$400,000 to $499,999	115	24%	373	19%
$500,000 to $749,999	100	21%	514	26%
$750,000 or Over	20	4%	284	14%
TOTAL	**477**	**100%**	**2,000**	**100%**

Source: Midwest Real Estate Data (MRED)

At the upper end of the market, homes priced above $750,000 represent a relatively small share of activity in Mundelein (4.2%) compared with 14.2% across the PMA, reflecting the greater prevalence of higher-end housing in nearby communities.

Overall, these patterns indicate that Mundelein's ownership market is more heavily concentrated in mid-priced housing relative to the broader PMA, where activity is more evenly distributed across mid- and upper-tier price segments. This distribution reinforces the Village's position as a comparatively attainable ownership market within the region, while also highlighting strong demand for housing in the approximately $300,000 to $500,000 range.

Price Trends and Market Position

Home prices have increased significantly over the past decade in both Mundelein and the broader PMA, with particularly strong growth within the Village.

Between 2015 and 2025, median home prices in Mundelein increased from approximately $193,000 to nearly $400,000, an increase of 107%. Over the same period, median prices across the PMA increased from approximately $258,000 to $435,000, representing growth of nearly 69%.

As a result, Mundelein has narrowed much of the historical price gap relative to surrounding communities. In 2015, the Village's median home price was approximately 75% of the PMA median; by 2023, that figure had increased to more than 97%, indicating near parity with the broader market.

Although the gap widened modestly in 2024–2025, Mundelein remains significantly more competitive than it has been historically.

Inventory and Market Balance

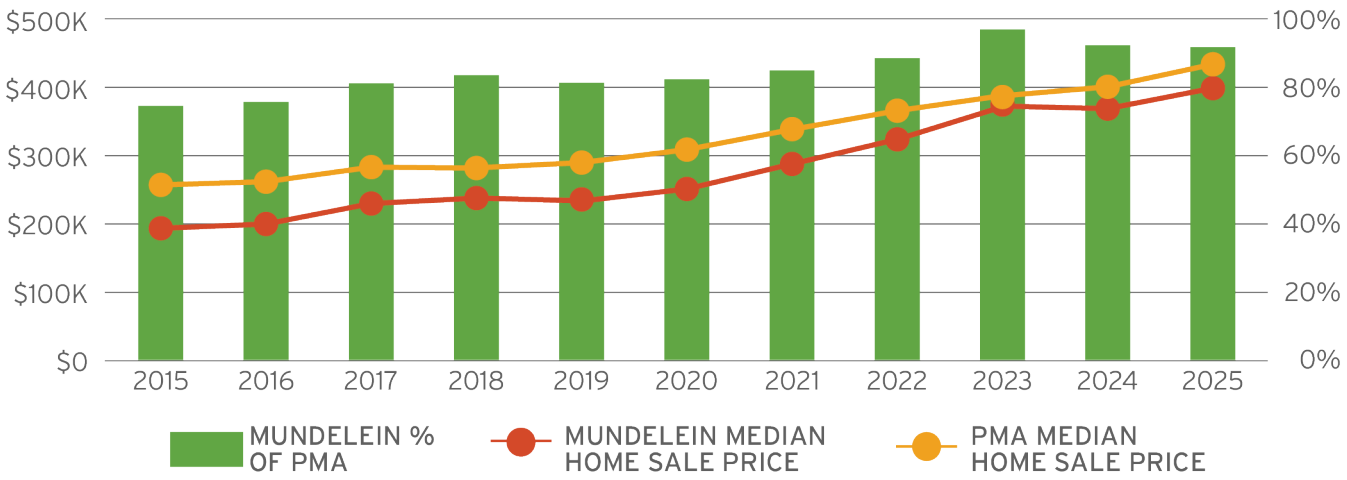
Housing inventory levels remain extremely constrained across both Mundelein and the PMA. Currently, according to the home listing service Zillow, there are just 117 homes actively listed for sale throughout the PMA. This includes 40 in Mundelein and 77 among the other five PMA communities. (Note that inventory levels often change on a daily basis and fluctuate with normal market seasonality; therefore, these inventory levels should be viewed as a snapshot of a moment in time, early in the prime selling season.)

Using the previous 12-month sales pace as a benchmark, current conditions reflect approximately 1.0 month of supply in Mundelein and 0.7 months across the PMA—well below the five to six months typically associated with a balanced market.

Proportionally, more current listings in Mundelein are priced below $500,000 than the PMA as whole; however, in both areas, inventory priced below $500,000—and in particular below $400,000—is extremely limited.

These conditions indicate a significant imbalance between supply and demand and help explain both the pace of sales activity and continued upward pressure on home prices. They also suggest that few opportunities exist for first-time and/or moderate to middle-income buyers.

FIGURE 5.10
Median Home Sale Price Trend Comparison

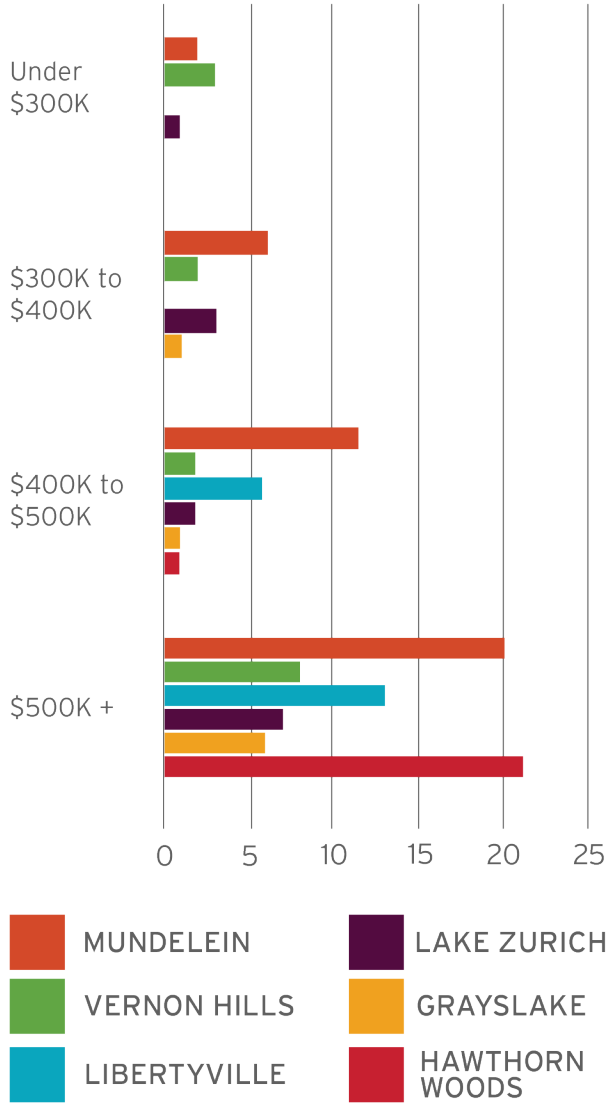


Source: Midwest Real Estate Data (MRED)

FIGURE 5.11
Active Listings by Area

	Mundelein	PMA
Under $300K	2 (5%)	7 (6%)
$300K to $400K	6 (15%)	11 (9%)
$400K to $500K	12 (30%)	24 (21%)
$500K +	20 (50%)	75 (64%)
TOTAL	**40**	**117**

By Municipality



Source: Zillow

Recent New Home Sales Activity

Recent new home sales activity provides insight into demand by product type and price point. In addition to resale activity, an investigation of recent new home sales within Mundelein provides insight into the strength and composition of local housing demand. Two developments in particular, **Sheldon Woods** and **Townes at Oak Creek**, account for the majority of recent new for-sale housing activity within the Village.

Sheldon Woods, developed by Pulte Homes, is a single-family subdivision consisting of 192 detached homes. The development recently reached full build-out and has now sold out. Pulte offered two series of home plans at Sheldon Woods on a range of lot sizes. Across the full portfolio of plans, sale prices during the past two years generally ranged from the mid-$500,000s to the low-$800,000s, placing the development toward the upper end of Mundelein's ownership housing market.

Sales activity at Sheldon Woods proceeded at a relatively steady pace during the development's marketing period. Over the past two years, homes sold at an average pace of approximately one unit per month, indicating consistent, though relatively modest, absorption at this higher price point. As the development approached completion, the pace of sales slowed somewhat as available inventory declined and fewer home lots remained available for purchase.

By comparison, the Townes at Oak Creek development experienced significantly faster absorption. Developed by D.R. Horton, this community consists of 222 newly constructed townhomes that have sold at prices generally ranging from the high $300,000s to upper-$400,000s. Over the past 24 months, 87 units sold within the development, representing an average absorption pace of approximately 3.6 units per month. The community is now approaching final closeout, with few homes remaining.

Recent New Home Sales Activity, continued

The substantially faster sales pace at Townes at Oak Creek compared to Sheldon Woods highlights the strong demand for mid-priced attached housing within the Mundelein market. The development offers a "courtyard-style" townhome product that includes two full levels of primary living space plus a bonus living area on the first floor, providing additional flexibility for home offices, recreation rooms, or guest space. All units feature rear-loading garages, which allow homes to front onto pedestrian-oriented streets and shared courtyard spaces, creating an attractive and community-oriented streetscape.

The contrasting sales performance of these two developments provides useful insight into current ownership housing demand within Mundelein. While higher-priced detached homes such as those at Sheldon Woods continue to attract buyers, absorption occurs at a relatively modest pace. By contrast, mid-priced townhome product such as that offered at Townes at Oak Creek has experienced significantly stronger demand, suggesting that housing options in the $350,000 to $450,000 range are particularly well aligned with current buyer demand in the Village.

The Townes at Oak Creek

Image Source: DR HORTON (drhorton.com)

5.5 Planned, Proposed, and Under Construction Development

In order to better understand the nature and extent of the current residential development pipeline, we contacted planning officials for all communities in the PMA in order to learn about developments either planned, formally proposed, or currently under construction. This effort was supplemented by an investigation of media reports and other publicly available information sources, where needed. Summaries of current activity are provided below.

Mundelein

Near-term development activity in Mundelein will continue to emphasize rental and attached housing. The most significant project currently underway is **AREA**, currently under construction in the downtown district. This property, being developed by Flaherty & Collins, will consist of 17 two- and three-bedroom rental townhomes and, in a separate building, 225 multifamily apartments, including studio, one-, and two-bedroom units. The property will include significant amenities, and rents are expected to be among the highest in Mundelein, though still lower than those at luxury-level properties in Vernon Hills.

Two additional ownership developments are also proposed within the Village. **Walnut Ridge**, a planned 155-unit single-family subdivision by Pulte Homes, would introduce a new supply of detached homes in the northwestern portion of Mundelein. In addition, **Solaria Crossings**, a smaller proposed 21-unit townhome development, would provide a modest expansion of attached ownership housing options within the community.

In the longer term, the **Ivanhoe Village** master-planned community proposed for development by Wirtz Realty near the intersection of Route 60 and Peterson Road, represents the most significant potential residential development opportunity within Mundelein. Current planning concepts envision a mixed-use development that could ultimately include up to 3,157 residential units developed over an approximately 25-year period. Residential product types currently under consideration include both single-family detached and attached for sale homes, rental apartments, and age-restricted units.

Mundelein, continued

Additionally, the development would include significant commercial, recreational, and natural amenities in a walkable "hometown" environment.

Because the project remains in early planning stages and the ultimate unit mix and development phasing have not yet been determined, Ivanhoe Village should be viewed as a long-term development framework rather than a near-term housing pipeline. Nevertheless, the scale of the project reflects continued developer interest in expanding housing supply within the broader Mundelein market area.

Ivanhoe Village Proposed Site Plan

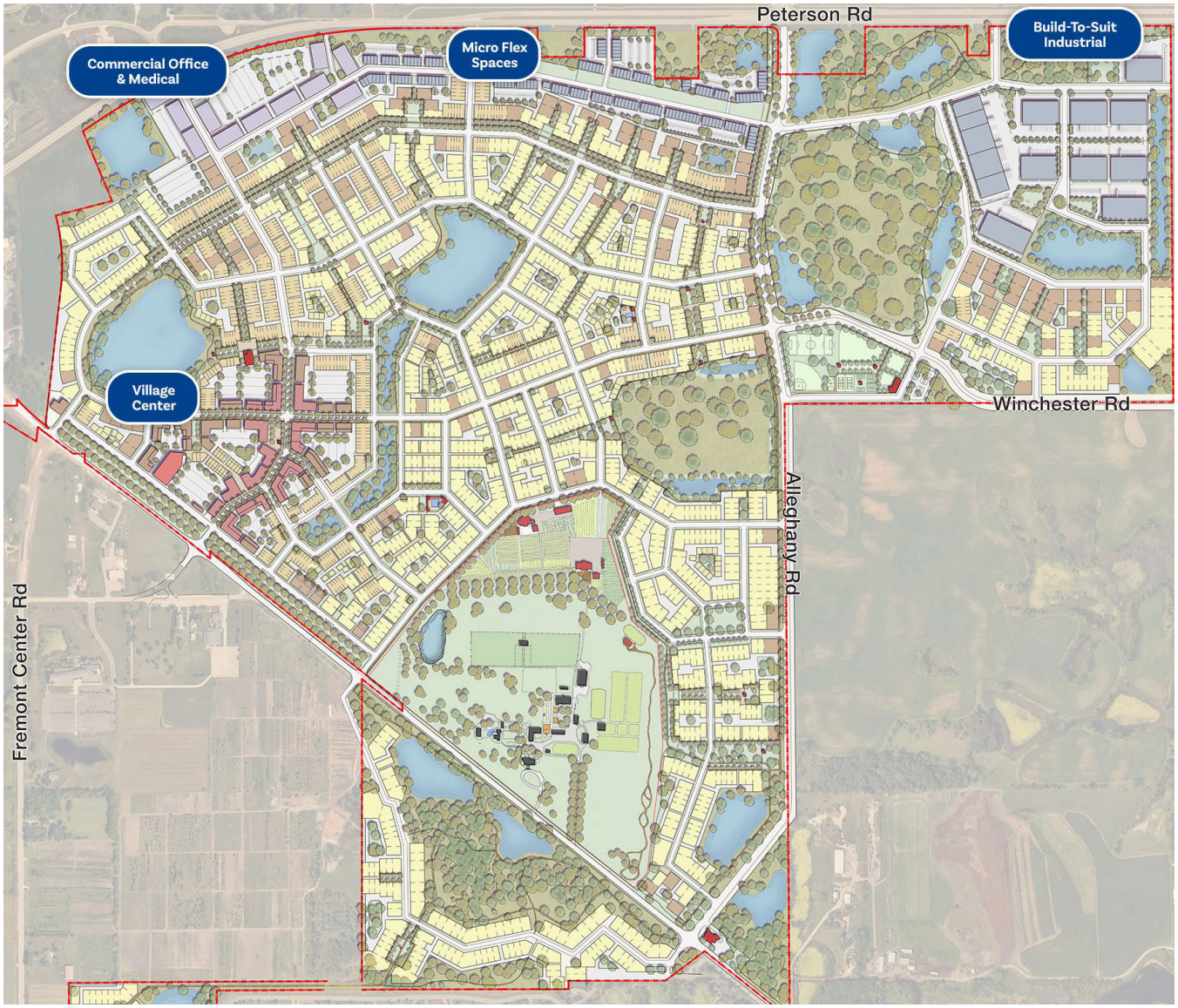


Image Source: Ivanhoe VIllage (ivanhoevillage.com/community)

Vernon Hills

Vernon Hills has experienced significant recent multifamily development activity associated with the ongoing Hawthorn Mall redevelopment, which is transforming portions of the traditional retail center into a mixed-use residential district.

The first residential component of this redevelopment, **The Domaine**, was completed in 2023 and includes 311 market-rate rental units in two buildings. Two additional residential projects have received entitlements but have not yet begun construction. One project would include a 290-unit apartment building with a similar unit mix to The Domaine, including studios, one-bedroom, two-bedroom, and three-bedroom units. Approximately 20% of the units are expected to be reserved for households earning up to 60% of area median income, with the remaining units offered at market rents. Delivery is expected in 2028.

A second entitled project within the Hawthorn redevelopment area would introduce 46 rental townhomes, primarily three-bedroom units, likely targeting higher-income households seeking larger rental options. The expected completion timeframe is 2027 or 2028.

Several additional residential projects are also under consideration elsewhere in Vernon Hills. These include a proposed 300-unit apartment building with 18 rental townhomes along Milwaukee Avenue, a 17-unit rental townhome development at 425 Benjamin Drive, and a planned 80-unit for-sale townhome development near the Metra station. If constructed, these projects would continue to expand the supply of both multifamily and attached housing within the Vernon Hills market.

Grayslake

Residential development activity in Grayslake has been relatively limited in recent years. One of the few notable recent projects is the Tribeca townhome development, completed in 2025. The development includes 60 for-sale townhomes, with units currently listed for sale at approximately $400,000. The limited scale of recent development activity suggests that housing supply growth in Grayslake has been relatively modest compared with some other communities in the PMA.

Libertyville

Libertyville has one of the most active development pipeline among PMA communities outside of Mundelein. Multiple projects representing a mix of housing types are either under construction or in advanced stages of planning.

The most notable project is a 91-unit multifamily rental building proposed by Libertyville Land LLC at the northeast corner of Lake Street and Brainerd Avenue. The project received preliminary plan approval in September 2025 and is expected to begin construction in 2026, with completion anticipated in 2027 or early 2028. The development will include a mix of one- and two-bedroom units in a four-story building with structured parking. Given Libertyville's strong housing market and desirable location within Lake County, rents at this development are likely to fall toward the upper end of the PMA rental range.

Several ownership housing projects are also moving forward in Libertyville. The Greenway Chase development, now under construction by Pulte Homes along Peterson Road, will include 64 single-family homes and 70 age-restricted duplex units, with full buildout excepted by 2028 or 2029. In addition, Liberty Junction, a new 80-unit townhome development located at the southwest corner of Milwaukee Avenue and Peterson Road, is currently under construction and is expected to be fully built out by the end of the year.

Libertyville also has a small number of additional residential projects in progress, including a six-lot single-family subdivision on Walnut Street and a 34-unit senior affordable housing development being developed by Community Partners for Affordable Housing. Together, these projects reflect steady but incremental growth within the Village.

Hawthorn Woods

Information regarding recent residential development activity in Hawthorn Woods was more limited, as Village officials did not respond to inquiries. Based on information available through other sources, there appears to have been little significant residential development activity in the community in recent years, and no major projects were identified during the research process.

Lake Zurich

Residential development activity in Lake Zurich is currently limited to a handful of relatively small projects. The most notable is The Waterfront, a proposed 19-unit townhome development in downtown Lake Zurich that is nearing final approval. Units are expected to include three- and four-bedroom layouts ranging from approximately 2,400 to 2,500 square feet, with anticipated sale prices in the mid-$500,000s to low-$600,000s.

Another proposed project involves the conversion of a former Regal Cinema site into a 46-unit rental development consisting of several low-rise residential buildings. This project remains in the approval process but could begin construction in the near term if approvals are secured.

Lake Zurich also has a small subdivision currently under construction known as The Reserves, which will include 18 single-family homes and 18 townhomes with expected sale prices ranging between $500,000 and $1 million.

The Domaine in Vernon Hills

Image Source: Focus Development (workwithfocus.com)

Summary of Development Trends within the PMA

Our investigation of the active and proposed development pipeline points to several consistent trends evident across the broader market:

- Continued demand for **attached housing**, particularly townhomes, for both ownership and rental;
- Ongoing expansion of **multifamily rental** housing;
- Increasing interest in **mixed-use and transit-oriented development**;
- **Limited development of large-scale single-family** subdivisions (the exceptions being Walnut Ridge and Ivanhoe Village).

These patterns generally align with the broader market conditions identified earlier in this report and reinforce the broader market context in which Mundelein operates.

FIGURE 5.12
Planned and Proposed Housing Pipeline by Product Type in the PMA

Housing Type	Units Identified*
Single-Family Detached	**313**
Townhomes/Attached Housing	**383**
Multifamily Apartments	**738**
Senior Housing	**34**
Total Near-Term Pipeline *(Excluding Ivanhoe Village)*	**1,468**
Long-Term Pipeline *(Including Ivanhoe Village)*	**Up to 3,157**

**Unit counts are subject to change as plans evolve*

Source: Development Planning Partners

FIGURE 5.13
Supply Pipeline

MUNDELEIN

Development	Housing Type	Status	Units	Timing
AREA	Apartments & Townhomes	Under Construction	242	2026 - 27
Walnut Ridge	Single-Family (For-Sale)	Proposed	155	TBD
Solaria Crossing	Townhomes	Proposed	21	TBD
Ivanhoe Village	Mixed-Use Housing	Long-term planning	Up to 3,157	Multi-Phase

VERNON HILLS

Development	Housing Type	Status	Units	Timing
Hawthorn Mall (The Domaine)	Apartments	Completed	311	2023
Hawthorn Mall (Future Apts)	Apartments	Entitled	290	2028
Hawthorn Mall (Townhomes)	Townhomes (Rental)	Entitled	46	2027 - 28
Rivers Edge	Townhomes (Rental)	Entitlement	17	2027
Milwaukee Ave Development	Apartments & Townhomes	Entitlement	~318	2028
Metra Station Townhomes	Townhomes (For-Sale)	Planned	80	2028

LIBERTYVILLE

Development	Housing Type	Status	Units	Timing
Lake & Brainerd Multifamily	Apartments	Preliminary Approval	91	2027 - 28
Greenway Chase	Single-Family Homes	Approved	134	2026 - 29
Liberty Junction	Townhomes (For-Sale)	Under Construction	80	2026
Walnut Street Subdivision	Single-Family (For-Sale)	Under Review	6	TBD
Community Partners Senior	Senior Apartments	Under Construction	34	2026 - 27

LAKE ZURICH

Development	Housing Type	Status	Units	Timing
The Waterfront	Townhomes (For-Sale)	Near Approval	19	2026 - 28
Regal Cinema Redevelopment	Apartments	Proposed	46	TBD
The Reserves	SF Homes & Townhomes	Under Construction	36	2026
Meadow Woods East	Apartments (Senior)	Entitled	18	TBD

GRAYSLAKE

Development	Housing Type	Status	Units	Timing
Tribeca Townhomes	Townhomes (For-Sale)	Completed	60	2025

HAWTHORN WOODS

No major Projects Identified

Source: Development Planning Partners

Rendering of AREA apartments in Mundelein

Image Source: Flaherty & Collins Properties (flco.com)

Rendering of Solaria Crossing in Mundelein

Image Source: Daily Hearld (dailyheard.com)

Rendering of AREA rental townhomes in Mundelein

Image Source: Flaherty & Collins Properties (flco.com)

CHAPTER 6

Housing Needs & Attainability

Key Takeaways

- **Housing market is well aligned with middle- and upper-middle-income households**, particularly those earning $75,000 to $150,000+ annually
- **Rental market operates as a two-tier system**, with older units serving moderate-income households and newer developments targeting higher-income renters
- Ownership market is concentrated in the $300,000 to $500,000 range, **limiting access for entry-level buyers**
- **Transition from renting to homeownership is constrained** for lower- and moderate-income households
- **Identified gaps at lower price points** reflect feasibility constraints, not just demand, with new development most likely to occur in mid- to higher-price segments

6.1 Housing Needs & Attainability Assessment

How well a community's housing stock aligns with the financial capacity of its residents is an important component of overall housing market function and health. This section evaluates housing attainability within Mundelein and the broader PMA. Housing is generally considered attainable when customary housing costs do not exceed approximately 30% of gross household income, a benchmark widely used by HUD and other housing organizations.

Household income dynamics within Mundelein and the PMA were examined in the Demographic Fundamentals section of this report. Building on that analysis, this section compares prevailing housing costs, both rental and ownership, with the income levels of households within the market area to evaluate how well the existing housing supply aligns with local purchasing power and to identify potential gaps across key price segments.

6.2 Rental Housing Attainability

To evaluate rental housing attainability, it is helpful to establish the housing costs that households at different income levels can reasonably support. Using the standard affordability benchmark of approximately 30% of gross income, households earning $50,000 annually can generally afford monthly gross rents of about $1,250, while households earning $75,000 and $100,000 can support rents of approximately $1,875 and $2,500, respectively.

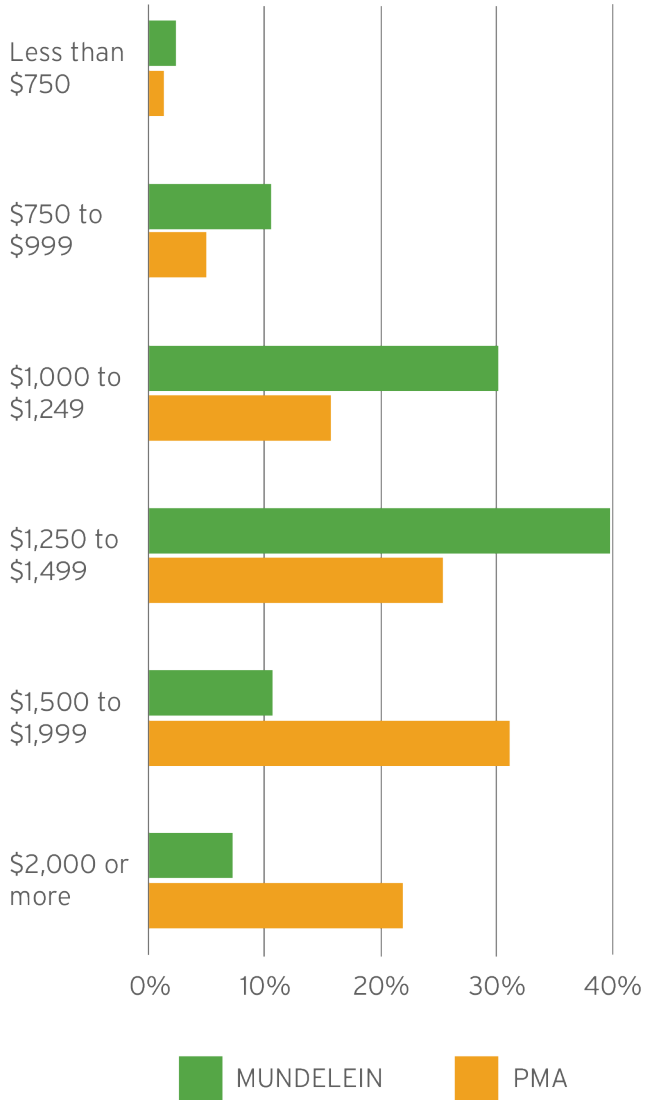
Data from the American Community Survey indicate that the existing rental housing stock in Mundelein is concentrated in moderate price ranges, particularly between $1,000 and $1,500 per month, which accounts for nearly 70% of all rental units. These rents generally correspond to households earning approximately $40,000 to $60,000 annually, indicating that a substantial portion of the existing rental housing stock is attainable to moderate-income households.

Within the broader PMA, rental housing costs skew higher. A larger share of units are priced above $1,500 per month, and approximately 22% of rental units exceed $2,000 per month, compared with only 7% in Mundelein. This suggests that surrounding communities contain a significantly greater concentration of higher-priced rental housing.

It is important to note that ACS estimates reflect rents for occupied units during the survey period and do not fully capture more recent development activity. As shown previously, since 2020, Mundelein has experienced the introduction of newer market-rate apartment communities that command significantly higher rents than the older existing housing stock. In many cases, contract rents in these newer developments begin at approximately $1,800 per month for the smallest unit types and exceed $3,500 to $3,700 for larger units. These rent levels correspond to households earning roughly $70,000 to $150,000 annually or more.

Taken together, these patterns indicate that the rental market in Mundelein is not a single, continuous market, but rather is segmented into two distinct tiers: an older, moderate-cost housing stock that serves households in lower and moderate income ranges, and a newer set of apartment communities priced for middle- and upper-middle-income households.

FIGURE 6.1
Gross Rent Distribution



Source: American Community Survey 5-year estimates, 2024, Table B25063

6.3 Homeownership Attainability

Homeownership attainability can be evaluated using similar affordability benchmarks. Under typical mortgage assumptions, including a 30-year mortgage at approximately 6.0% interest, a 20% down payment, and a property tax rate of approximately 2.6%, households earning $75,000 annually can generally support home purchase prices near $250,000. Households earning $100,000 and $125,000 can support prices of approximately $340,000 and $430,000, respectively.

Recent home sales data indicate that the ownership market in Mundelein is strongly concentrated in the $300,000 to $500,000 price range, which accounts for more than half of recent sales. These price levels generally correspond to households earning approximately $90,000 to $150,000 annually under prevailing mortgage conditions.

As demonstrated earlier, homes priced below $300,000 represent less than 20% of recent sales in Mundelein, indicating that entry-level ownership opportunities are relatively limited. The broader PMA exhibits a similar pattern, though with a somewhat greater concentration of higher-priced homes. Approximately 40% of recent home sales exceed $500,000, compared with roughly 25% within Mundelein.

Recently developed townhomes in Mundelein, including those within the Townes of Oak Creek development, have generally sold between approximately $375,000 and $450,000. These prices correspond to households earning roughly $110,000 to $130,000 annually and reflect the cost structure associated with new residential development. Homes within newer higher-end subdivisions, including those with prices beginning in the $500,000s, are attainable only to higher-income households earning well over $150,000 annually.

Unlike the rental market, which provides a range of attainable options at lower price points, the ownership market shows a clear compression toward higher price levels. Most homes are priced in ranges attainable to households earning approximately $90,000 or more, while opportunities for households earning below $75,000 are comparatively limited. In effect, a key rung in the ownership ladder, entry-level housing, is present but relatively narrow.

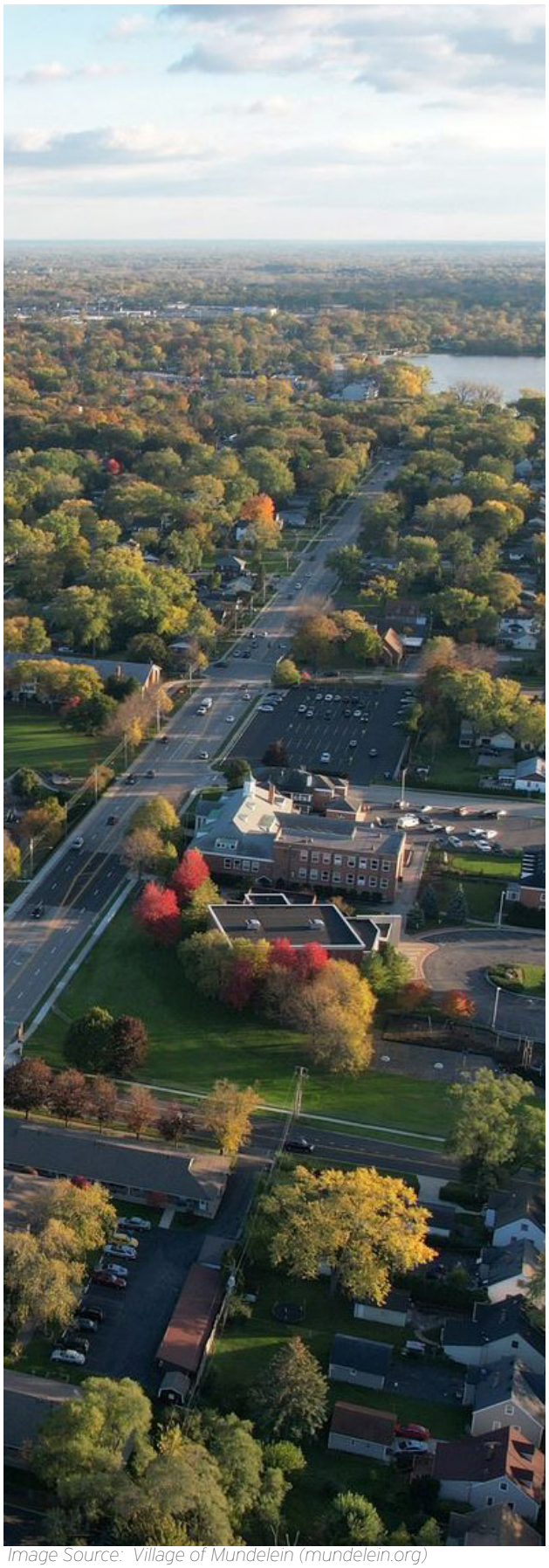


Image Source: Village of Mundelein (mundelein.org)

6.4 Housing Needs & Gaps

Viewed as a whole, the housing market in Mundelein functions effectively for a large share of middle- and upper-middle-income households, but provides a more limited set of pathways for lower-income households and entry-level buyers.

The existing rental housing stock plays an important role in the local housing ecosystem by providing attainable options for moderate-income households, particularly those earning approximately $40,000 to $60,000 annually. By contrast, newer apartment communities introduced in recent years reflect a higher-cost development environment and are positioned to serve households in higher income ranges. This dynamic has resulted in a segmented rental market, with relatively limited supply in the intermediate price range between older moderate-cost units and newly constructed higher-end apartments.

Within the ownership market, most housing is concentrated in price ranges accessible to households earning roughly $90,000 to $150,000 annually. While this aligns well with a substantial share of local households, the relatively limited availability of homes priced below roughly $300,000 suggests that entry-level homeownership opportunities are constrained relative to the number of households in lower income ranges.

This dynamic suggests that while the rental market provides accessible entry points into the community, the transition from renting to ownership may be constrained for a portion of households, particularly those in lower and moderate income ranges.

Taken together, these patterns reflect the functioning of the local housing ladder, in which households progress from moderate-cost rental housing to higher-cost rental or ownership opportunities as incomes increase. However, the relatively limited availability of housing at lower price points indicates that this progression is not equally accessible to all households. This suggests that housing formats that provide attainable ownership opportunities for middle-income households, as well as rental housing positioned between older moderate-cost units and higher-end new construction, may help to better align the housing stock with the full spectrum of household incomes present in the community.

While this analysis highlights areas where additional housing options may be beneficial, particularly at lower price points, it is also important to recognize that the availability of such housing is influenced by broader development and market conditions. The cost of land, construction, and financing in the current environment often limits the feasibility of delivering new housing at lower price levels without some form of subsidy, regulatory flexibility, and/or alternative development approaches. As a result, housing gaps identified in this analysis do not necessarily translate directly into near-term market-rate development opportunities.

These dynamics are broadly consistent with suburban housing markets throughout the region and reflect the combined influence of land values, construction costs, and long-term housing demand trends.

Image Source: TLC Management (chicagorentals.com)

CHAPTER 7

New Housing Demand Forecast

Key Takeaways

- **Strong and sustained demand for new housing**, with approximately 1,100 to 1,460 units supported between 2025 and 2035
- **Rental housing as the primary driver of demand**, particularly in downtown and transit-oriented locations
- **Attached townhomes representing the strongest ownership opportunity**, particularly in the $300,000 to $500,000 range
- **Current development pipeline not fully aligned with projected growth**, indicating capacity for additional housing development
- **Limited feasibility for lower-cost market-rate housing**, reinforcing the need for income-restricted and subsidized housing strategies

7.0 Overview

This following forecast estimates demand for new housing units in Mundelein over the 2025–2035 period. It does not quantify total housing need across all existing households; rather, it identifies the number of additional units that can be supported based on projected household growth, mobility patterns, and market dynamics within Mundelein and the larger PMA.

7.1 Forecast Approach & Methodology

The forecast is anchored in Esri household estimates for 2025 and projections for 2030, extended through 2035 using the implied compound annual growth rate as presented in the Demographic Fundamentals section of this report. Projected household growth within the PMA reflects both natural household formation and net migration into the region. As such, the demand forecast inherently captures demand from households relocating from outside the PMA, in addition to growth generated internally.

All assumptions incorporated into the model are calibrated to observed market conditions and recent development performance, as presented throughout this report and informed by quantitative analysis, field investigation, and numerous interviews with development professionals, community officials, and other stakeholders.

The model allocates a share of this regional growth to Mundelein based on its competitive position within the PMA, recent development performance, and available development capacity. Two additional demand components are incorporated. *Retention demand* reflects existing Mundelein households that may choose to remain in the Village if additional housing options are available. *Recapture demand* reflects households currently residing elsewhere in the PMA who may be drawn to Mundelein due to its relative affordability, access to transit, quality of life, and evolving housing stock.

These components are combined and adjusted to reflect normal market friction, including competition from other communities (as implied by our analysis of the current development pipeline), development timing, and consumer preferences. The resulting forecast represents supportable demand for new units over a 10-year period rather than a precise prediction of annual delivery.

Two scenarios are presented. The **Baseline Scenario** reflects moderate growth consistent with current trends and market positioning.

The **Growth-Supportive Scenario** reflects increased demand associated with continued public and private investment in downtown Mundelein, including mixed-use, multifamily, and transit-oriented development activity, expanded housing options, and stronger capture of regional growth.

The two scenarios and resulting demand estimates are summarized below, with supporting household growth trends, further supporting factors, and more detailed characterization of demand discussed in the remainder of this section.

FIGURE 7.1
New Housing Demand Forecast Summary (2025 - 2035)

Component	Baseline Scenario	Growth-Supportive Scenario
Growth-Derived Demand	1,053	1,220
Retention Adjustment	105	220
Recapture Adjustment	84	183
Gross Demand	**1,242**	**1,623**
Market Friction Adjustment	-149	-162
Total Supportable Units	**1,093**	**1,461**
Average Annual Demand	**109**	**146**

Source: Development Planning Partners

Cardinal Square in Mundelein

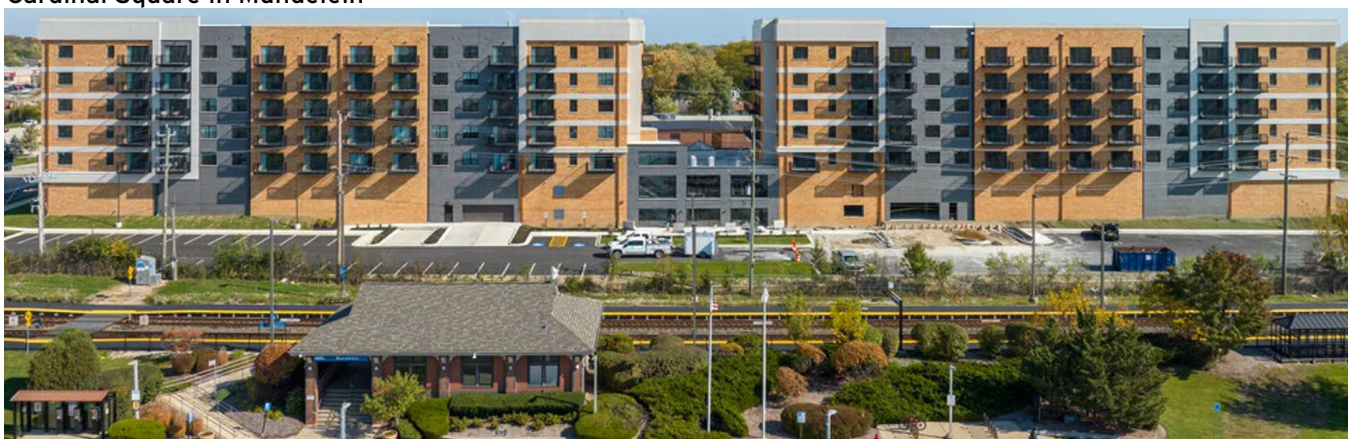


Image Source: apartments.com

7.2 Demand Drivers

Several factors support continued demand for new housing in Mundelein.

Mundelein and the surrounding PMA offer a high quality of life, with access to strong schools, transportation infrastructure, employment centers, and a range of commercial and recreational amenities. These characteristics support both household formation within the region and continued in-migration from elsewhere in the Chicago metropolitan area.

As demonstrated previously, projected household growth in Mundelein exceeds that of the PMA overall. Between 2025 and 2035, the number of households in the Village is expected to increase by approximately 9.3%, compared with 4.9% for the PMA and 2.9% for Lake County. This strong growth trajectory of more than 100 households per year during the forecast period reflects both local development capacity and increasing demand for housing in communities offering a balance of affordability and accessibility.

Recent development activity further reinforces the Village's market position. More than 700 market-rate rental units have been delivered since 2023 and have stabilized at balanced vacancy levels near 5%, with average rents exceeding $2,100 per month. These outcomes indicate sustained demand for newly constructed housing at market-rate price points. Recent ownership development has also performed well, particularly for attached townhome product in the $300,000 to $500,000 range.

Relative affordability within the PMA is another key driver. While new housing in Mundelein is priced at market-rate levels, it remains more attainable than comparable—but higher-priced—housing in PMA communities such as Vernon Hills, as well as closer-in North Shore and northern Cook County communities. This pricing differential positions the Village to attract households seeking similar access to regional amenities at lower cost.

Finally, Metra access strengthens Mundelein's competitive position by providing connectivity to regional employment centers. This access supports demand from households seeking both suburban living environments and access to transit.

FIGURE 7.2
Household Growth and Demand Foundation (2025 - 2035)

Mundelein

Households		Change	
2025	2035	#	%
11,877	12,986	1,109	9.3%

PMA

Households		Change	
2025	2035	#	%
49,140	51,569	2,429	4.9%

Lake County

Households		Change	
2025	2035	#	%
258,478	265,967	7,489	2.9%

Source: Esri (2025 estimates; 2030 projections; 2035 derived using implied CAGR).

Mundelein Metra Station

Image Source: Development Planning Partners

7.3 Baseline Development Scenario

Under the Baseline Scenario, Mundelein is expected to support approximately **1,090 new housing units** between 2025 and 2035, or an average of approximately 109 units per year. This level of demand reflects the Village's projected share of PMA household growth, supplemented by modest retention of existing residents and a reasonable level of recapture from elsewhere in the PMA.

Rental housing accounts for approximately 55% of total demand, with most units concentrated in downtown and transit-oriented locations as well as in established suburban apartment settings. Ownership housing accounts for the remaining 45% and includes a mix of detached single-family homes, attached townhomes, and a smaller share of missing-middle housing types.

Within the ownership segment, attached townhomes represent a particularly strong component of demand, supported by recent absorption and attainable pricing. Detached single-family homes remain an important part of the market, though at a more moderate scale. Missing-middle housing is expected to be introduced incrementally, reflecting both market potential and the need for appropriate zoning and site conditions.

Demand is expected to be relatively balanced over the forecast period, with slightly greater activity in the latter half of the decade as additional sites are developed and market momentum continues.

Morris Station Rental Townhomes in Mundelein

Image Source: apartments.com

7.4 Growth-Supportive Development Scenario

The Growth-Supportive Scenario reflects a higher level of demand associated with continued investment in downtown Mundelein, expanded housing diversity, and stronger capture of regional growth. Under this scenario, the Village is expected to support approximately **1,460 new housing units** between 2025 and 2035, or approximately 146 units per year.

Rental housing under this scenario accounts for approximately 58% of total demand, with a continued emphasis on downtown and transit-oriented development. Ownership housing accounts for approximately 42% of demand, with attached townhomes representing the largest component of this segment.

This scenario assumes that Mundelein continues to build on recent development momentum and introduces a broader range of housing options. In addition to suburban development, opportunities for ownership housing in downtown locations become increasingly important. Previous development concepts have included a mix of multifamily units and townhomes in the downtown area, indicating that this product type is both feasible and aligned with market demand. While for-sale townhome development is expected to occur at a measured scale, it represents an opportunity to diversify the housing stock and support broader placemaking objectives.

Missing-middle housing remains a smaller but meaningful component of the overall mix. These housing types are expected to be delivered gradually and may require targeted policy support and/or homeowner initiative.

Demand under this scenario is somewhat back-loaded, reflecting the time required for additional sites to be assembled and developed, as well as the cumulative impact of ongoing investment.

Distribution of Demand by Timing, Tenure, and Product Type

The distribution of demand by timing, tenure, and product type under both demand scenarios is summarized in the following tables.

FIGURE 7.3
Phased Housing Demand (2025 - 2030 and 2030 - 2035)

Period	Baseline Units	Share of Total	Growth Supportive Units	Share of Total
2025 to 2030	525	48%	657	45%
2030 to 2035	568	52%	804	55%
Total (2025 to 2035)	**1,093**	**100%**	**1,461**	**100%**

FIGURE 7.4
Demand by Tenure (2025 - 2035)

Tenure	Baseline Units	Share of Total	Growth Supportive Units	Share of Total
Rental	601	55%	847	58%
Ownership	492	45%	614	42%
Total (2025 to 2035)	**1,093**	**100%**	**1,461**	**100%**

FIGURE 7.5
Demand by Product Type (2025 - 2035)

Product Type	Baseline Units	Share of Total	Growth Supportive Units	Share of Total
RENTAL HOUSING				
Downtown / TOD Apts.	301	50%	466	55%
General Suburban Apts.	210	35%	212	25%
Townhome-Style / Horizontal Rental	60	10%	102	12%
Age-Targeted / Horizontal Rental	30	5%	68	8%
Total Rental	**601**	**100%**	**847**	**100%**
OWNERSHIP HOUSING				
Detached Single-Family	197	40%	184	30%
Attached Ownership (Townhomes, Rowhomes)	211	45%	307	50%
Missing MIddle (ADUs, Cottage, Small-Scale)	74	15%	123	20%
Total Rental	**492**	**100%**	**614**	**100%**

Source: Development Planning Partners

7.5 Alignment with Pipeline and Development Capacity

The forecast demand is consistent with both current development activity and the Village's capacity to accommodate additional housing. Under construction and planned developments in Mundelein account for approximately 418 units (excluding the long-range Ivanhoe Village development plan). While this represents a meaningful level of activity, it falls short of the Village's projected share of PMA household growth.

Across the PMA, approximately 1,468 units are currently planned or proposed. Mundelein accounts for a smaller share of this pipeline (29%) than its share of projected household growth (46%), indicating that additional development within the Village is both likely and necessary to meet future demand.

Opportunities to accommodate this demand are present in several forms. Downtown and transit-oriented areas provide capacity for additional multifamily and townhome development, supported by recent success and the availability of redevelopment sites. Suburban infill and planned subdivisions support additional ownership housing, particularly in the form of detached and attached units. Smaller-scale infill may also support the gradual introduction of missing-middle housing.

Longer-term development opportunities, such as the proposed Ivanhoe Village, represent substantial future capacity but are not included in the 10-year demand forecast due to their extended timeline and evolving product mix planning.

7.6 Implications for Housing Strategy

The demand forecast indicates that Mundelein is well positioned to support continued residential growth over the next decade, with demand levels that are consistent with market performance and aligned with development capacity.

Rental housing, particularly in downtown and transit-oriented locations, is expected to remain a central component of future development. Continued support for multifamily and townhome housing in these areas will be important to maintaining momentum and reinforcing the Village's evolving identity.

Attached ownership housing represents a significant opportunity. Expanding the availability of townhomes and similar products can meet the needs of a broad range of households while providing attainable ownership options. Missing-middle housing represents a longer-term opportunity that can complement existing product types. While expected to be delivered at a smaller scale, these housing forms can help diversify the housing stock and respond to changing household preferences, including the need for step-down and intergenerational living options.

Aligning land use policy, zoning, and development incentives with these demand patterns will be essential to ensuring that the Village can capture its projected share of regional growth and support continued economic development.

FIGURE 7.6
Demand Compared to Known Development Pipeline (Mundelein & PMA)

Metric	Units
Total Supportable Demand (Baseline)	1,093
Total Supportable Demand (Growth-Supportive)	1,461
Known Mundelein Pipeline (Near-Term)	418
PMA Pipeline (Near-Term, Excl. Ivanhoe)	1,468
Mundelein Share of PMA Growth	46%
Mundelein Share of Pipeline	29%

Source: Development Planning Partners

7.7 Demand by Price and Rent Level

Ongoing demand for new housing in Mundelein is expected to be concentrated within price and rent ranges that reflect both current market conditions and the income distribution of households within the PMA.

In the ownership market, the strongest demand is expected in the $300,000 to $500,000 range, particularly for attached townhome product. Recent sales activity demonstrates consistent absorption within this price band, which is broadly attainable to a large share of households in the market area. Demand for homes priced above $500,000 is also present, particularly for detached single-family housing, though at a more limited scale due to a smaller pool of qualified buyers. Opportunities to deliver new ownership housing below $300,000 are likely constrained by construction costs, suggesting that this segment will remain limited without targeted subsidy or alternative development approaches.

In the rental market, demand is expected to remain strongest in the mid- to upper-market range, consistent with recently delivered product achieving average monthly rents exceeding $2,100. Downtown and transit-oriented developments are expected to support rents at the upper end of the market, while suburban-oriented apartment product and townhome-style rental housing may serve a somewhat broader range of price points.

At the same time, there is a clear and ongoing need for income-restricted and subsidized housing within Mundelein and the broader PMA. This need is reflected in the distribution of household incomes, the prevalence of cost-burdened households, and the limited supply of recently delivered affordable units. While this analysis focuses on market-supported demand for new housing units, it is important to recognize that a portion of households in the Village are unlikely to be served by market-rate development alone. Addressing these needs will require targeted policy interventions, including the use of public subsidies, partnerships with affordable housing developers, and potential zoning or incentive-based strategies to support the delivery of income-restricted housing.

Overall, the distribution of demand by price level reflects a market that is both attainable relative to higher-cost communities within the region and capable of supporting new construction at market-rate pricing, while also highlighting the importance of complementary strategies to address housing attainability at lower income levels.

Image Source: corporatehousing.com

FIGURE 7.7
Indicative Demand by Price and Rent Range in Mundelein (2025 - 2035)

Ownership Housing Demand by Price Range

	Baseline Units	Share of Total	Growth Supportive Units	Share of Total	Market Interpretation
Under $300,000	Limited	-	Limited	-	Constrained by construction costs; requires subsidy or alternative formats
$300,000 to $400,000	148	30%	184	30%	Strong demand; entry-level ownership and townhomes
$400,000 to $500,000	172	35%	215	35%	Core demand range; attached and some detached
$500,000 or more	172	35%	215	35%	Moderate demand; primarily detached single-family
Total Ownership	**492**	**100%**	**614**	**100%**	

Rental Housing Demand by Monthly Rent Range

	Baseline Units	Share of Total	Growth Supportive Units	Share of Total	
Under $1,500	Limited	-	Limited	-	Not feasible for new construction without subsidy
$1,500 to $2,000	150	25%	170	20%	Lower end of market-rate; suburban-oriented product
$2,000 to $2,500	301	50%	424	50%	Core demand range; aligns with recent deliveries
$2,500 or more	150	25%	253	30%	Premium product; downtown/TOD and larger units
Total Rental	**601**	**100%**	**847**	**100%**	

Source: Development Planning Partners

CHAPTER 8

Strategic Housing Opportunities

Key Takeaways

- **Downtown Mundelein represents the primary opportunity** for higher-density residential development, particularly in transit-oriented locations
- **The Bank Triangle offers a near-term, high-impact redevelopment opportunity**, while the Archer area provides longer-term capacity for phased, district-scale development
- **Multifamily housing will continue to drive new development**, with attached townhomes, both ownership and rental, representing a key opportunity to expand housing choice
- **The Townline Road corridor** provides potential for suburban-oriented and workforce/affordable housing in accessible, amenity-rich locations
- **Infill and missing-middle housing** will support incremental growth and diversification of the housing stock over time
- **Successful implementation** of development initiatives will depend on market alignment, phased development, infrastructure coordination, and use of policy tools to support both market-rate and affordable housing
- **Suburban edge development** and long-term projects such as Ivanhoe Village will accommodate a portion of future growth but are not expected to replace the need for targeted downtown and infill development

8.1 Strategic Framework for Housing Development

The housing demand analysis presented in the previous section indicates that Mundelein is well positioned to accommodate a significant level of new residential development over the next decade. The purpose of this section is to translate that demand into a practical framework for where and how new housing can be delivered in a manner that aligns with market conditions, physical opportunity, and community objectives.

Several strategic themes emerge from the analysis and provide a foundation for future housing development in the Village.

Downtown Mundelein and areas proximate to the Metra station represent the primary opportunity for higher-density residential development. Recent multifamily performance, combined with the Village's transit access, zoning policies, and evolving identity, support continued investment in these locations. These areas are particularly well suited to accommodate rental apartments and, increasingly, townhomes in both rental and ownership forms that can contribute to both housing diversity and placemaking.

Attached ownership housing represents a key opportunity to expand housing choice and support attainable homeownership in locations throughout the Village. Townhomes and similar formats have demonstrated strong market acceptance in Mundelein and the broader PMA, particularly within price ranges accessible to a broad segment of households. Expanding this product type can help meet demand while reinforcing the Village's position as a more attainable alternative within the region.

Infill and corridor-oriented development provide opportunities for incremental growth outside of downtown. These areas can accommodate a mix of housing types, including townhomes, smaller-scale multifamily, and limited mixed-use development where appropriate. While generally lower in density than downtown, these locations play an important role in capturing a share of overall demand and distributing growth throughout the community.

Missing-middle and small-scale housing types represent a longer-term opportunity to diversify the housing stock. These forms, including accessory dwelling units, duplexes, and cottage-style housing, are expected to be delivered gradually and may require targeted policy support. While not a primary driver of near-term unit production, they can help address evolving household preferences and provide additional flexibility within established neighborhoods.

Finally, a portion of housing need will not be met through market-rate development alone, particularly at lower income levels. While this analysis focuses on market-supported demand, the presence of cost-burdened households and limited recent delivery of income-restricted units indicates an ongoing need for affordable housing strategies. Addressing this need will require a combination of public policy, development incentives, and partnerships with affordable housing providers.

Together, these themes establish a framework for aligning future housing development with both market opportunity and community goals. The following subsections apply this framework to specific geographies and identified opportunity sites within Mundelein.

Station 250 Apartments in Mundelein

Image Source: Getty Images

8.2 Bank Triangle - Site Evaluation

Site Context and Strategic Role

The Bank Triangle represents one of the most prominent and strategically located redevelopment opportunities in Downtown Mundelein. The approximately six-acre site is bounded by Seymour Avenue, Park Street, Hawley Street, and the Metra rail line, placing it at the intersection of the Village's emerging downtown activity and its transit-oriented development area.

The site functions as a physical and visual gateway within downtown, connecting recent multifamily development, new public spaces, and evolving commercial activity along Park Street. Its location adjacent to the Metra line and within walking distance of recent residential and civic investments positions it as a key catalyst site capable of shaping the next phase of downtown development.

From a strategic standpoint, the Bank Triangle is best understood as a placemaking-oriented redevelopment opportunity, where new residential density can be integrated with targeted ground-floor activity and public-facing uses to reinforce downtown identity and create a more cohesive and active environment.

Site Assembly and Development Constraints

The Bank Triangle presents a combination of opportunity and complexity from a development standpoint. The site consists of multiple parcels with varying ownership conditions, including both Village-controlled and privately owned properties, as well as several existing structures in differing states of use or vacancy.

Existing site conditions include former bank buildings, a former municipal facility, interim parking areas, and select occupied structures that may or may not be incorporated into a redevelopment concept. However, the Village has indicated a willingness to assist with site assembly and acquisition, which will be critical to enabling a coordinated development approach.

Additional considerations include:

- The need to coordinate access, circulation, and internal site organization across multiple parcels
- Integration with surrounding streets and public spaces, particularly along Park Street and Seymour Avenue
- Accommodation of structured parking, which is likely necessary to support higher-density development

The site's location within a TIF district and the Village's stated willingness to contribute to parking infrastructure provide important tools to address these constraints and support project feasibility.

Recommended Development Program

The Bank Triangle is well suited to accommodate a primarily residential, mixed-use development anchored by multifamily rental housing, with selective incorporation of nonresidential and community-oriented uses.

Multifamily residential development represents the most supportable and scalable use for the site, consistent with both recent market performance and the Village's vision for the property. The scale of the site and market conditions support a development program in the range of approximately 175 to 225 dwelling units, potentially delivered in one or more phases depending on site assembly and financing considerations. This aligns broadly with the Village's conceptual planning for the site.

Ground-floor commercial or entertainment uses should be strategically located and carefully scaled, with an emphasis on high-quality, destination-oriented tenants rather than extensive retail frontage. The intersection of Park Street and Seymour Avenue represents the most appropriate location for these uses, where they can reinforce existing activity and contribute meaningfully to ongoing downtown revitalization.

Recommended Development Program, continued

Incorporation of a community or civic-oriented space may be appropriate if integrated efficiently within the development and aligned with identifiable needs.

As structured parking is likely required to support development at this scale, the Village's willingness to assist with parking infrastructure is a key factor in enabling a higher-density, mixed-use concept and should be considered as part of the overall development strategy.

Achievable Rents, Pricing, and Absorption

Based on recent performance, achievable rents for the Bank Triangle multifamily units are expected to fall generally within the upper range of the local market, with typical monthly rents broadly aligned with recently delivered downtown/TOD product, with well positioned units potentially commanding premiums. The site's visibility and central location support a premium positioning relative to more peripheral suburban product.

Absorption is expected to be steady, with lease-up performance dependent on project timing and competitive supply, but generally consistent with recent downtown developments that have achieved stabilized occupancy within a typical 12- to 18-month lease-up period (assuming an aggressive marketing and pre-leasing effort).

While the primary residential focus is expected to be rental apartments, incorporation of a limited amount of townhome product—either ownership or rental—may be appropriate as part of a broader development program, particularly along edges of the site as a transitional housing type. The mix of formats should be determined based on final site planning, market conditions at the time of development, and developer approach.

Key Development Considerations and Conclusions

Successful redevelopment of the Bank Triangle will depend on several critical factors:

- Site assembly and coordination, including acquisition of privately held parcels and alignment of development timing
- Parking strategy and financing, particularly the role of structured parking and potential public participation
- Calibration of nonresidential uses, ensuring that retail and community components are appropriately scaled and market-supported
- Phasing and delivery timing, in relation to other downtown development activity
- Design quality and placemaking, particularly along key frontages and public-facing areas

Overall, the Bank Triangle represents a high-impact, near-term redevelopment opportunity capable of advancing both housing production and downtown revitalization objectives, provided that development is carefully aligned with market conditions and supported by coordinated public and private investment.

Source: Village of Mundelein

8.3 Archer Business Corridor / TOD Opportunity Area - Site Evaluation

Site Context and Strategic Role

The Archer Business Center (ABC) and surrounding opportunity area represent one of the largest and most strategically significant redevelopment opportunities in Downtown Mundelein. The Village-owned 6.5-acre Archer site is embedded within a broader 22.8-acre redevelopment area located immediately south of the Metra station and Village Center.

This area serves as a critical connector between the Metra station, Village Center, Courtland Commons, and neighborhoods to the south and east. Unlike the Bank Triangle, which functions as a more compact, placemaking-focused infill site, the Archer area represents a district-scale redevelopment opportunity capable of reshaping circulation, land use, and the overall form of downtown.

Recent investment in surrounding properties, including new multifamily and townhome developments, public open space improvements, and commercial reinvestment, has begun to establish momentum in this portion of downtown. The Archer site sits at the center of this activity and is widely viewed as a keystone property whose redevelopment will significantly influence the long-term character and functionality of the downtown district.

From a strategic standpoint, the site is best understood as a multi-phase, mixed-use redevelopment opportunity, where residential development serves as the primary driver, supported by complementary commercial, civic, and cultural uses.

Site Assembly and Development Constraints

The Archer opportunity area presents both significant advantages and notable complexities from a development perspective.

The core Archer Business Center site is under Village ownership and includes a 163,000-square-foot multi-tenant building occupied by a mix of uses, including a destination brewery, light industrial tenants, office users, and community-oriented programming. While most tenant leases expire in the near term, providing flexibility for redevelopment, the presence of long-term tenants, most notably Tighthead Brewing Company, introduces considerations related to retention, relocation, or integration into future development.

Beyond the ABC site, the broader opportunity area includes a combination of Village-owned and privately held parcels, as well as vacant land (including the Springbank site) and properties with active commercial uses. This creates both flexibility and complexity in terms of site assembly, phasing, and coordination.

Key considerations include:

- Limited north-south connectivity due to the existing building footprint
- Integration with Courtland Commons and surrounding public spaces
- Lack of TIF on the core ABC site (despite coverage in surrounding areas)
- The need to carefully phase development to avoid overbuilding

At the same time, Village control of key parcels, willingness to partner, and openness to adaptive reuse, partial redevelopment, or full demolition provide important tools to address these constraints and enable a coordinated redevelopment strategy.

Recommended Development Program

The Archer opportunity area is best suited to accommodate a multi-phase, mixed residential development program anchored by multifamily housing, with supporting roles for attached ownership housing, selective commercial uses, and civic or cultural components.

Unlike the Bank Triangle, which is suited to a more concentrated mixed-use concept, the Archer area lends itself to a district-based approach, where different housing types and development forms are introduced incrementally across multiple phases.

Recommended Development Program, continued

Multifamily development represents the most scalable opportunity. Over time, however, the site can also support a broader mix of housing types. Ownership townhomes likely present the most immediate of these opportunities; however, the site could also support the addition of small-lot single-family and/or missing-middle formats, consistent with Village objectives.

Higher-density multifamily development is most appropriate closest to the Metra station and along primary corridors, where buildings in the range of four to five stories are likely supportable. Transitioning away from these areas, lower-density formats—including townhomes or small-lot housing—are appropriate, particularly along edges adjacent to existing neighborhoods or open space.

A defining feature of the site is its relationship to the Courtland Commons Stormwater Basin and Event Space. Lower-density residential development should be oriented to frame and activate this space, creating a strong park edge and enhancing pedestrian activity.

Commercial uses should be incorporated selectively and in proportion to demand. The site is not positioned to support large-scale retail expansion, but targeted uses can reinforce residential development and support placemaking.

Finally, incorporation of arts, cultural, or maker-oriented uses as envisioned by the Village represents a unique opportunity, particularly if elements of the existing Archer building are retained. These uses can serve as both a unique community asset and a differentiating feature within the broader development.

Overall, the site should be planned as a walkable, integrated district, rather than a collection of standalone developments.

Achievable Rents, Pricing, and Absorption

The Archer opportunity area is positioned to support a range of residential product types at pricing levels broadly consistent with recent development in Mundelein, with variation based on location, product type, and design quality.

Multifamily rental units within the core TOD area are expected to achieve rents comparable to other new construction in downtown, with somewhat lower positioning possible for product located farther from the station.

Attached ownership townhomes are expected to perform well within the same general pricing ranges identified in the demand analysis, reflecting strong market support for this product type. Achievable pricing for small-lot and/or missing middle housing, if built as part of later phases, would be dependent on design character and prevailing market conditions; however, these detached forms would generally command a premium over attached ownership housing (typically 10%-20% on a square foot basis).

Absorption is expected to be steady but highly dependent on phasing and product mix. Given the scale of the site, development should be sequenced carefully to align with market demand and avoid overlap with nearby projects.

Coordinated redevelopment of properties within the opportunity area, including the Mundelein Shopping Center, could support a more cohesive district-scale development. Should public and/or private acquisition, assemblage, or partnership opportunities emerge, additional flexibility may exist to strengthen site design and accommodate a broader mix of uses.

Unlike the Bank Triangle, the Archer area will likely require a multi-phase absorption strategy, potentially extending over several years, allowing the market to absorb new units while supporting continued downtown momentum.

Source: Village of Mundelein

ABC Site Evaluation, Continued
Key Development Coniderations and Conclusions

Successful redevelopment of the Archer opportunity area will depend on several critical factors:

- Balancing adaptive reuse and new construction, particularly for the Archer Business Center
- Phasing the development in coordination with adjacent projects and infrastructure improvements
- Improving site connectivity and circulation
- Integrating arts, cultural, and community-oriented uses
- Coordinating across multiple parcels and ownership interests

Overall, the Archer opportunity area represents a transformational, long-term redevelopment opportunity that complements the more immediate, high-impact potential of the Bank Triangle. While more complex to implement, it offers greater flexibility and capacity to deliver a diverse mix of housing types and uses over time.

8.4 Townline Road (IL-60) Corridor Opportunities

The Townline Road (IL-60) corridor represents a secondary opportunity area for housing development within Mundelein, offering potential for incremental, suburban-oriented residential growth outside of the downtown core.

The corridor is anchored by established commercial uses, including the Townline Square Shopping Center at the intersection of Townline Road and Lake Street (US 45), which, together with surrounding commercial amenities, serves as a key retail node for the surrounding area. The corridor also includes recent residential development, most notably the Townes of Oak Creek townhome community, and extends east toward the Hawthorn Mall area, creating a continuous corridor of commercial activity, residential neighborhoods, and employment access.

From a market perspective, the Townline Road corridor is best suited to accommodate lower-density, suburban housing types that complement its existing land use pattern and transportation function. Unlike downtown, which supports higher-density, mixed-use development, the corridor is more appropriate for:

- Garden-style or low-rise multifamily development
- Attached townhomes, including courtyard-style configurations
- Potential workforce or affordable housing development

These housing types align with both the physical character of the corridor and demonstrated market demand for more attainable ownership and rental options within the Village.

Opportunities for new development will likely be site-specific and incremental, focused on underutilized commercial properties, redevelopment of aging retail centers, or infill sites with sufficient scale, depth, and access. While large-scale, catalytic redevelopment opportunities are limited relative to downtown, the corridor can play an important role in capturing a share of overall housing demand and expanding housing choice within the community.

The corridor's accessibility, proximity to commercial amenities, and connections to employment centers make it particularly well suited for workforce and income-restricted housing development. These characteristics support both family-oriented and senior housing, particularly in rental formats that can provide more attainable options relative to prevailing market product.

Townline Road (IL-60) Corridor Opportunities, continued

Given the demonstrated need for additional affordable housing within Mundelein and the broader PMA, the Townline Road corridor represents a logical location for such development, where access to transportation, services, and daily needs can support long-term housing stability.

Over time, targeted development along the corridor can help address gaps in the Village's housing supply while expanding access to affordable and workforce-oriented housing options.

8.5 Village-Wide and Missing-Middle Opportunities

In addition to larger redevelopment sites and corridor-level opportunities, Mundelein has the potential to accommodate incremental housing growth through infill development and the introduction of missing-middle housing types. While these forms are not expected to drive overall unit production at the same scale as downtown or corridor development, they can play an important role in diversifying the Village's housing stock and expanding attainable housing options.

Missing-middle housing, including duplexes, townhome clusters, accessory dwelling units, and/or cottage-style development, can provide a broader range of housing choices within established neighborhoods. These housing types are often more attainable than new construction detached single-family homes and can appeal to a variety of households, including young professionals, smaller families, and older adults seeking to downsize.

Opportunities for these housing types will be site-specific and incremental, typically occurring on smaller infill parcels, underutilized lots, or as part of redevelopment within existing neighborhoods. In many cases, the feasibility of such development will depend on zoning, lot configuration, and the ability to integrate new housing sensitively within established residential neighborhoods.

From a market perspective, demand for these housing types is present, as discussed earlier in this report, but likely to emerge gradually over time, rather than as a primary driver of near-term development activity. As a result, missing-middle housing should be viewed as a complementary strategy, supporting broader housing goals related to affordability, aging in place, and neighborhood diversity. Over time, incremental infill and missing-middle housing can contribute to a more balanced and resilient housing market, even if delivered at a modest scale.

8.6 Suburban Edge Development

In addition to the targeted opportunity areas identified above, continued suburban development at the edges of the Village and within recently annexed areas is expected to capture a portion of overall housing growth, particularly for single-family and lower-density attached housing. These areas provide important capacity for accommodating demand, but are generally less effective in advancing broader objectives related to walkability, transit access, revitalization, and placemaking. As a result, edge development should be viewed as a complement to, rather than a substitute for, more strategic infill and downtown-oriented housing opportunities.

Moreover, the proposed Ivanhoe Village development represents a significant long-term source of housing supply, with the potential to deliver a substantial number of units over an extended multi-decade timeframe. While its scale is notable, the project is expected to be built out gradually and will function as a distinct submarket relative to downtown Mundelein and other infill locations. As such, it should not be viewed as directly competing with near-term downtown redevelopment opportunities, but rather as a complementary, longer-term growth area that will draw widely from the region and accommodate a portion of regional housing demand over time.

CHAPTER 9

Conclusions and Recommendations

9.1 Summary of Key Findings

The analyses presented throughout this report indicate that Mundelein is well positioned to accommodate continued residential growth over the next decade, supported by strong household growth, regional accessibility, ongoing revitalization and reinvestment efforts, and an increasingly competitive regional housing market. Demand will be driven primarily by a combination of in-migration, local household formation, shifting demographic patterns, and the Village's desirability and relative attainability within the broader Lake County and northern Cook County market.

Opportunities for new housing are concentrated in specific areas and product types. Downtown Mundelein and transit-oriented areas represent the strongest locations for higher-density residential development, particularly multifamily housing. At the same time, attached housing—including townhomes in both ownership and rental formats—emerges as a key opportunity to expand housing choice. Additional opportunities exist along key corridors, in suburban edge locations, and through incremental infill, while affordable housing remains an ongoing need that will require targeted intervention.

9.2 Strategic Recommendations

Based on the findings of this analysis, the following strategic recommendations are provided to help guide housing development and planning in Mundelein over the near- and long-term. These recommendations reflect both market conditions and community objectives and are designed to support a balanced and achievable approach to future residential growth.

- Prioritize downtown and transit-oriented development as the primary locations for higher-density residential growth.
- Advance redevelopment of the Bank Triangle as a near-term catalytic project and position the Archer area for phased, longer-term development.
- Expand housing choice through a mix of multifamily and attached housing, including ownership townhomes.
- Support workforce and affordable housing development in accessible locations, including along key corridors such as Townline Road.
- Encourage incremental infill and missing-middle housing to diversify the housing stock over time.
- Align development with market conditions to ensure achievable pricing, steady absorption, and long-term sustainability.

9.3 Implementation Considerations

Successful implementation will require coordination between market conditions, site readiness, and public policy. Key considerations include phasing development to align with demand, addressing site-specific constraints such as parking and infrastructure, and utilizing regulatory and financial tools to support feasibility. Continued collaboration with private developers and, where appropriate, affordable housing partners will be essential to delivering a balanced, market-responsive, and sustainable housing program that supports Mundelein's long-term growth and community objectives.

Source: Village of Mundelein

Village of Mundelein

Housing Market Study

Positioning Housing for Sustainable Growth and Opportunity

VILLAGE OF Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Colleen Malec, Senior Planner
Isabel Guadarrama, Senior Planner
Jessica Marvin, Associate Planner
Amanda Orenchuk, Director of Community Development

For: Village Board Meeting of June 8, 2026

Subject: Zoning Ordinance Amendments

Financial Impact:
N/A

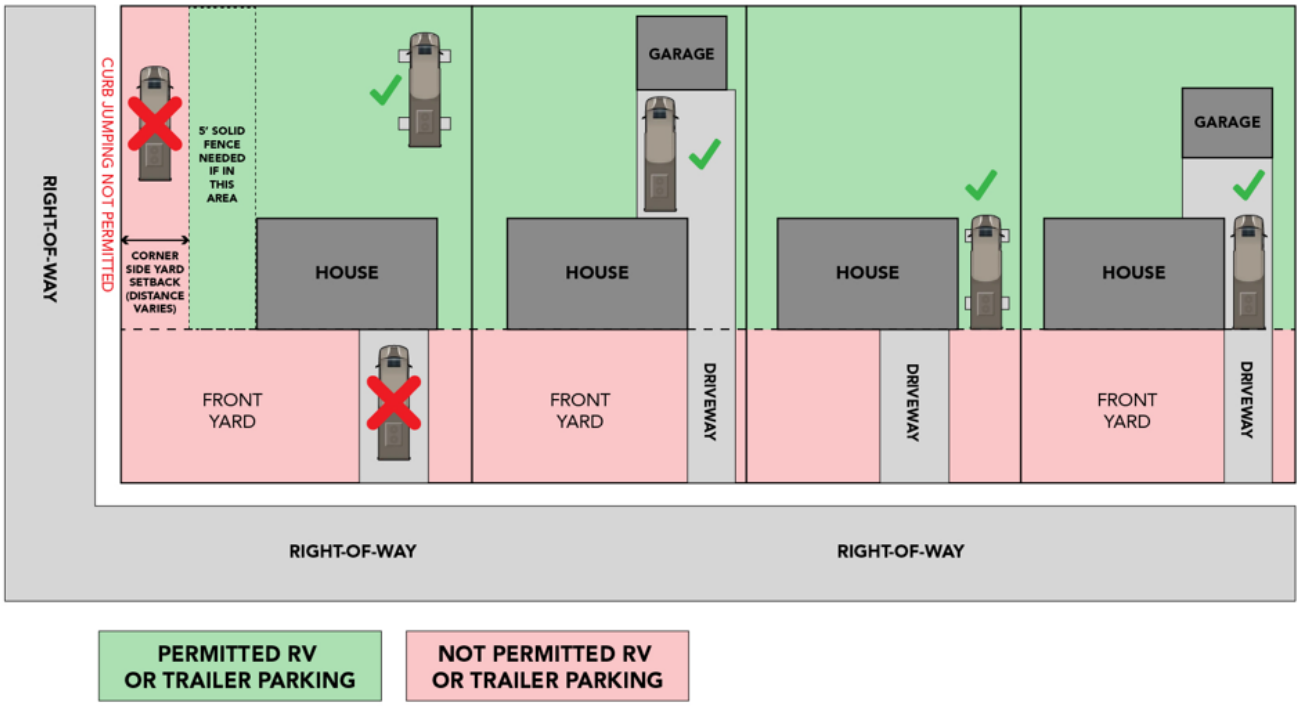
Attachments:
1. O-26-06-55 - Zoning Ordinance Amendments

Background:
The Village Board held a Special Meeting on April 13, 2026 to discuss proposed amendments to the Zoning Ordinance, Title 20 of the Municipal Code. Staff conducted a comprehensive review of the Zoning Ordinance and recommended a number of amendments to update, clarify, modernize, and improve the administration of the ordinance. Due to the large scope of the amendments, which affect most chapters, the Zoning Ordinance will be amended and restated in its entirety rather than detailing each specific amendment.

At the April 13, 2026 meeting, the Village Board directed staff to modify the amendment language regarding recreational vehicle and trailer storage. That revised amendment language is summarized below:

- RVs and trailers are now permitted in the interior side yard (next to the house).
- A single property may have up to 1 RV plus 1 trailer.
- Trailers are now permitted in the same locations as RVs. The ordinance will not differentiate between recreational and commercial trailers. Trailers are limited to a certain weight and plate types as specified.
- Curb jumping is not permitted; RVs and trailers must be brought onto the property via a curb cut/driveway.

- RVs may now be stored on individual pavers for each wheel; they do not need to be stored on a fully paved pad.
- New regulations for storage on corner lots (previously, storage was not permitted here at all):
    - RVs and trailers are not permitted within the corner side yard setback, which is typically the first 10-15' from the corner.
    - If the RV or trailer is outside of the corner side yard setback, but within the dotted area shown below, a 5' solid fence is required to screen the RV from the adjacent right-of-way.



Recommendation:

Motion to pass an Ordinance amending and restating the Zoning Ordinance, Title 20 of the Municipal Code of Mundelein.

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

CERTIFICATE

I, Karen Walsh, certify that I am the duly elected Municipal Clerk for the Village of Mundelein, Lake County, Illinois.

I further certify that on June 8, 2026 the Corporate Authorities of such Village passed and approved:

Ordinance No. O-26-06-55
which is entitled

Zoning Ordinance Amendments

The pamphlet form of said Ordinance, including the Ordinance and a cover sheet thereof was prepared and a copy of such Ordinance was posted in the Village Hall commencing on 6/9/2026, and was posted for at least ten days thereafter.

Copies of such Ordinance are available for public inspection upon request in the Customer Service Office.

Dated at Mundelein, Illinois on 6/9/2026.

_____
Village Clerk

ORDINANCE NO. O-26-06-55

AN ORDINANCE AMENDING AND RESTATING THE ZONING ORDINANCE, TITLE 20 OF THE MUNICIPAL CODE OF MUNDELEIN

WHEREAS, the Village of Mundelein, Lake County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, on September 24, 2012, the Village Board of Trustees adopted Ordinance No. 12-09-39, an Ordinance adopting a new Village of Mundelein Zoning Ordinance to be included as Title 20 of the Municipal Code of Mundelein (the "Zoning Ordinance") which has been amended from time to time thereafter; and

WHEREAS, the Village has conducted a comprehensive review of the Zoning Ordinance and determined that amendments to various chapters are necessary to update, clarify, and improve its administration; and

WHEREAS, because such amendments affect substantial portions of the Zoning Ordinance, the Village has elected to amend and restate Title 20 in its entirety, as set forth in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to notice as provided by statute and ordinance, the Planning and Zoning Commission opened a public hearing on the proposed text amendments on November 19, 2025, which hearing was subsequently continued to December 17, 2025, January 21, 2026, and February 18, 2026; and

WHEREAS, following the conclusion of said public hearing, the Planning and Zoning Commission, by a vote of 7 to 0 on February 18, 2026, recommended approval of the proposed amended and restated Title 20; and

WHEREAS, the Village Board of Trustees reviewed and discussed the proposed amendments at a public meeting held on April 13, 2026 and provided direction regarding the preparation of the amended and restated Title 20; and

WHEREAS, the Village Board of Trustees finds that the adoption of the proposed amended and restated Title 20 is in the best interests of the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, COUNTY OF LAKE, STATE OF ILLINOIS as follows:

SECTION I: The foregoing recitals shall be, and are hereby, incorporated herein by reference.

SECTION II: Title 20 of the Municipal Code of Mundelein (the "Zoning Ordinance") is hereby amended and restated in its entirety, as set forth in Exhibit A attached hereto and incorporated herein by

reference.

SECTION III: If any section, clause, paragraph, or provision of this Ordinance shall be found invalid by a court of competent jurisdiction, such judgment shall not affect, impair, invalidate or nullify the remainder of this Ordinance, but only that part found invalid by such court.

SECTION IV: In the case that one or more part(s) of this Ordinance conflicts with another part of this Ordinance or any other code, title or ordinance adopted by the Village of Mundelein, or any State of Illinois statute or other law, the part with the strictest language or interpretation shall prevail.

SECTION V: This Ordinance shall be in full force and effect after 10 days from its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

RESULT:	**[]**
MOVER:	None
SECONDER:	None
AYES:	None
NAYS:	None
ABSTAIN:	None

_____
President

ADOPTED: Monday, June 8, 2026

APPROVED: Monday, June 8, 2026

ATTEST: _____

Village Clerk

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CHAPTER 20.04 - TITLE, PURPOSE, & APPLICABILITY

20.04.010 – Title.
20.04.020 – Purpose and intent.
20.04.030 – Applicability.
20.04.040 – Transition rules.
20.04.050 – Severability.
20.04.060 – Effective date.
20.04.070 – Repeal of previous zoning ordinance.

20.04.010 - Title.

This title shall be known, cited and referenced to as the Mundelein Zoning Ordinance (also known as Mundelein Zoning Code).

20.04.020 - Purpose and intent.

The intent of this document is to establish land use regulations to serve the Village of Mundelein. The purpose of this Ordinance is to:

A. To promote and protect the public health, safety, and welfare of the people.

B. Regulate and determine the area of open spaces, within and surrounding structures within the Village.

C. Divide the entire Village into zoning districts of such number, shape, area, and of such different classes, according to use of land and structures, height and bulk of structures, intensity of the use of lot area, area of open spaces, or other classification, as deemed best suited to carry out the purposes of this Ordinance.

D. Classify, regulate, and restrict the location of structures designed for specified manufacturing, commercial, residential, and other uses within the Village.

E. To fix reasonable standards to which structures shall conform.

F. To prevent additions to, alteration of, or remodeling of, existing buildings or structures in such a way as to avoid the restrictions and the limitations of this Ordinance.

G. To prevent the overcrowding of the land and undue concentration of structures, so far as is possible and appropriate in each district, by regulating the use and bulk of buildings in relation to the land surrounding them.

H. To prohibit uses or structures incompatible with the character of development or intended uses within specified zoning districts.

I. To provide for the gradual elimination of nonconforming uses of land and structures.

J. Establish local standards solely for the review of the exterior design of structures and designate a board or commission to implement the review process.

K. To define and limit the powers and duties of the administrative officers and bodies as provided in this Ordinance.

20.04.030 - Applicability.

A. Territorial Application. This Ordinance shall apply to all land, uses, and structures within the corporate limits of the Village.

B. General Application. In their interpretation and application, the provisions of this Ordinance shall be held to be the minimum requirements for the promotion and protection of the public health, safety, and welfare, and shall be construed to achieve the purposes for which this Ordinance was adopted.

C. General Prohibition. Except as otherwise provided by this Ordinance, no portion or whole of any structure or land shall be used or occupied, and no structure, in whole or in part, shall be erected, constructed, reconstructed, moved, enlarged, or structurally altered unless it conforms with the provisions of this Ordinance.

D. Private Agreements. This Ordinance is not intended to nullify any private agreement or covenant. However, where this Ordinance is more restrictive than a private agreement or covenant, this Ordinance shall control.

E. Other Laws and Regulations. Unless otherwise specifically provided, the Ordinance shall control over less restrictive statutes, ordinances, or regulations, and more restrictive statutes, ordinances, or regulations will control over the provisions of this Ordinance.

20.04.040 - Transition rules.

In determining the applicability of this Ordinance, with respect to the previously applicable zoning regulations, the following rules shall apply.

A. Existing Illegal Structures and Uses. A structure or use that is illegal at the time of the adoption of, but is made legal by the provisions of this Ordinance, is deemed lawful as of the effective date of this Ordinance. However, if that structure or use does not conform with each and every requirement of this Ordinance, then that structure or use shall remain illegal.

B. Existing Permitted Uses. If property is used in a manner that was classified as a permitted use prior to the effective date of this Ordinance, and that use is classified as a special use by this Ordinance as of the effective date of this Ordinance, that use shall be deemed a lawful special use. However, any subsequent addition, enlargement, or expansion of that use shall be required to obtain a new special use pursuant to this Ordinance.

C. Certain Uses Rendered Nonconforming. If property is used in a manner that was a lawful use before the effective date of this Ordinance, but this Ordinance no longer classifies that use as either a permitted or special use in the zoning district in which it is located, that use shall be deemed a legal nonconforming use and shall be controlled by the provisions of Chapter 20.64 (Nonconformities).

D. Certain Structures Rendered Nonconforming. If a structure existing on the effective date of this Ordinance was a conforming structure before the effective date of this Ordinance, but such structure does not meet all standards set forth in this Ordinance, that structure shall be deemed a legal nonconforming structure and shall be controlled by the provisions of Chapter 20.64 (Nonconformities).

E. Certain Lots Rendered Nonconforming. If a lot of record existing on the effective date of this Ordinance was a conforming lot before the effective date of this Ordinance, but such lot does not meet all standards set forth in this Ordinance, that lot shall be deemed a legal nonconforming lot of record and shall be controlled by the provisions of Chapter 20.64 (Nonconformities).

F. Previously Issued Building Permits. If a building permit for a building or structure was lawfully issued prior to the effective date of this Ordinance, and if construction has begun within one-hundred eighty (180) days of the issuance of that permit and diligently pursued to completion, the structure may be completed in accordance with the plans on the basis of which the building permit was issued and may, upon completion, be occupied under an occupancy permit for the use originally intended.

G. Previously Granted Special Uses and Variations. All special uses, including planned unit developments, and variations granted prior to the effective date of this Ordinance shall remain in full force and effect. The recipient of the special use or variation may proceed to develop the property in accordance with the approved plans and all applicable conditions. However, if the recipient has failed to act on the special use or variation before the approval expires, including any periods of extension granted, the provisions of this Ordinance shall govern. A change in the underlying zoning district shall not affect an existing special use, planned unit development, or variation, including all rights granted as part of the approval.

H. Pending Applications. If an application is pending on the effective date of the Ordinance, the provisions of this Ordinance shall govern that application. A pending application shall be defined as any application that has been submitted to the Village but has not been scheduled for a public hearing or other required review.

20.04.050 - Severability.

If any section, paragraph, subdivision, clause, sentence, or provision of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, that judgment shall not affect, impair, invalidate, or nullify the remainder of this Ordinance. The effect of the judgment shall be confined to the section, paragraph, subdivision, clause, sentence, or provision immediately involved in the controversy in which judgment or decree was rendered.

20.04.060 - Effective date.

The effective date of this Ordinance is the date of adoption, this date September 24, 2012.

20.04.070 - Repeal of previous zoning ordinance.

After the effective date of this Ordinance, all provisions of the Zoning Ordinance of the Village are expressly repealed in their entirety. This repeal only applies to the provisions of the Zoning Ordinance.

CHAPTER 20.08 - ORDINANCE ADMINISTRATION

20.08.010 – Purpose.
20.08.020 – Village board.
20.08.030 – Planning & zoning commission.
20.08.040 – Zoning administrator.

20.08.010 – Purpose.

The purpose of this Chapter is to outline the specific powers of the different boards, commissions, and officials as they relate to this Zoning Ordinance.

20.08.020 – Village board.

The Village Board shall have the following specific powers, pursuant to this Zoning Ordinance:

A. To make final decisions on zoning text and map amendment applications (Section 20.16.020).

B. To make final decisions on applications for major variations including use variations (Section 20.16.030).

C. To make final decisions on special use applications (Section 20.16.040).

D. To make final decisions on planned unit development applications (Chapter 20.20).

20.08.030 – Planning and zoning commission.

The Planning and Zoning Commission shall have the following powers, pursuant to this Zoning Ordinance:

A. To make recommendations to the Village Board on zoning text or map amendment applications (Section 20.16.020).

B. To make recommendations to the Village Board on applications for major variations and use variations (Section 20.16.030).

C. To make recommendations to the Village Board on special use applications (Section 20.16.040).

D. To make recommendations to the Village Board on planned unit development applications (Chapter 20.20).

E. To hear and make final decisions on appeals of any zoning interpretation (Section 20.16.060).

F. To hear and report to the Village Board on such other matters as may be referred to it by the Village Board.

G. To initiate, direct and review, from time to time, studies of the provisions of the Zoning Ordinance and to make reports of its recommendations to the Village Board.

H. To serve as special zoning commission whenever a text amendment is proposed to the Zoning Code.

20.08.040 – Zoning administrator.

The Village Administrator, or his/her designee, shall be considered the Zoning Administrator. The Village Administrator may designate one (1) or more Village staff persons as the Zoning Administrator, however, a zoning decision may only be rendered once. The Zoning Administrator shall have the following powers, pursuant to this Zoning Ordinance:

A. To make final decisions on applications for administrative variations (Section 20.16.030).

B. To review and make decisions on zoning interpretations (Section 20.16.060).

C. To receive and forward applications for zoning amendments, variations, site plan reviews, special uses, planned unit developments, zoning appeals and other administrative reviews required by this Ordinance to the Planning and Zoning Commission or Village Board, or appropriate official, as indicated.

D. To maintain permanent and current records as required by this Ordinance including, but not limited to, all relevant information and official action on zoning amendments, variations, special uses, site plan reviews, planned unit developments, zoning appeals and other administrative reviews.

E. To maintain and make available the Village's Official Zoning Ordinance Text and Official Zoning Map, and all permanent and current records required by this Ordinance.

F. To maintain for public distribution an adequate supply of the compiled text of the Zoning Ordinance Text, including the Official Zoning Map, and appropriate forms and instructional material for all required hearings and review procedures provided for herein.

G. To review applications for building permits (Section 20.16.080) and certificates of occupancy (Section 20.16.090) for zoning compliance.

H. To review and make decisions on applications for temporary use permits (Section 20.52.070).

I. To conduct inspections of structures or the use of land to determine whether there is compliance with this Ordinance, and, in case of any violation, order corrective action.

CHAPTER 20.12 - ADMINISTRATIVE PROCEDURES

20.12.010 – Purpose.
20.12.020 – Application.
20.12.030 – Notice.
20.12.040 – Public hearing.

20.12.010 – Purpose.

The purpose of this Chapter is to outline the general application, notice, and public hearing procedures for the zoning applications and approvals found within this Zoning Ordinance.

20.12.020 – Application.

A. Authorization. An application for a variation (major or administrative), use variance, special use, including planned developments, zoning map or text amendments, or zoning appeal may be filed by an owner of any property in the Village or other person expressly authorized in writing by the owner of property in the Village. An application for a request for a zoning interpretation or a zoning amendment (text or map) may be filed by an owner of any property in the Village, or other person expressly authorized in writing by the owner of property in the Village, or by the Village Board, or Planning and Zoning Commission, as appropriate.

B. Filing.

1. All applications shall be filed with the Zoning Administrator.

2. The application shall be on forms provided by the Village and shall be filed in such number as the instructions provide. All plans shall be at a scale sufficient to permit a clear and precise understanding of the proposal.

3. The application shall include information, plans, and data as specified in the application requirements and sufficient to determine whether the application conforms with the requirements set forth in this Ordinance.

C. Completeness. The Zoning Administrator shall determine whether the application is complete. The Zoning Administrator shall notify the applicant that the application is complete or inform the applicant of any deficiencies. The Zoning Administrator shall take no steps to process the application until all deficiencies are remedied. Once the Zoning Administrator determines that the application is complete, the application shall be scheduled for consideration by the appropriate board, commission or official.

D. Fees. Each application shall be accompanied by the required filing fee as established and modified, from time to time, in the Village Code. The failure to pay such fee when due shall be grounds for refusing to process the application and considering the application incomplete, and for denying or revoking any permit or approval for the subject property. However, if the application is submitted by the Village Board or Planning and Zoning Commission, then all fee requirements are waived.

E. Withdrawal of Application. An applicant shall have the right to withdraw an application at any time prior to the decision on the application by a board, commission or official, including the ability to withdraw the application if it has been tabled by a board or commission. There shall be no refund of fees.

F. Successive applications.

1. Within one (1) year of the date of denial, a subsequent application shall not be reviewed or heard unless there is substantial new evidence available, or if a significant mistake of law or of fact affected the prior denial.

2. If the application is resubmitted earlier than one (1) year from the date of denial, such subsequent application shall include a detailed statement of the grounds justifying its consideration.

3. The Zoning Administrator shall make a determination as to whether the subsequent application is appropriate for resubmittal prior to the expiration of the one (1) year wait requirement. If the Zoning Administrator finds that there are no new grounds for consideration of the subsequent application, he/she shall summarily, and without hearing, deny the request.

20.12.030 – Notice.

A. Published Notices. For all applications that require a public hearing, the Village shall publish notice in a newspaper of general circulation within the Village. The notice shall include the date, time, place, and purpose of such hearing, the name of the applicant, and the address of the subject property (if applicable). Such notice shall be published no less than fifteen (15) days, nor more than thirty (30) days, in advance of the scheduled hearing date.

B. Mailed Notice.

1. Public hearings for zoning map amendments, major variations, use variations, and special uses require written notice, on forms provided by the Zoning Administrator, to be mailed by certified mail no less than fifteen (15), but not more than thirty (30), days prior to the public hearing to the owners of all properties located within two-hundred fifty (250) feet from the property line of the subject property. The notice shall include the date, time, place and purpose of such hearing, the name of the applicant, and the address of the subject property. When a zoning map amendment is proposed by the Village, notification must be mailed to the owner of the subject property.

2. The applicant shall be responsible for mailing proper notice. The applicant shall provide an affidavit to the Village stating that notice was mailed to every property taxpayer of record within two-hundred fifty (250) feet, which distance may include right-of-way or public land; however notice is not required to be mailed for public streets, railroads, or utilities. Multi-unit properties within 250 feet will receive notice to the association of record for common areas within the boundary and to any taxpayer within a building that is within the 250-foot boundary. The applicant shall also provide the Village with a list of names, addresses, and property identification numbers (PIN) of all notice recipients, and a map indicating the boundaries of the two-hundred fifty (250) foot notice area.

3. For administrative zoning variations, written notice on forms provided by the Zoning Administrator, shall be mailed by certified mail no less than fifteen (15), but no more than thirty (30), days to the owners of all properties located adjacent to the subject property as well as the owner of the property located directly across the street prior to the date indicated on the notice as the date the Zoning Administrator may render a decision. The applicant shall be responsible for mailing proper notice. The applicant shall provide an affidavit to the Village stating that notice was mailed to the required property owners as described in this paragraph. The applicant shall also provide the Village with a list of names, addresses, and property identification numbers (PIN) of all notice recipients.

4. In the case of an administrative variation, if a noticed property owner objects to the administrative variation prior to the date indicated on the notice, such variation shall then be considered a major variation and subject to the major variance notice requirements.

5. Giving notice pursuant to this section shall not be construed to prevent the applicant from giving such additional notice as he/she may deem appropriate.

6. The body conducting the hearing shall hear no application unless the applicant complies in all respects to all notice requirements.

C. Posted Sign Notices. Posted sign notice is required on the subject property for all public hearings on zoning map amendment, major and administrative variations, and special uses in accordance with the following provisions:

1. Subject property. Subject property is considered all contiguous parcels relating to a project that are within the application legal description.

2. Location and Time Period for Posting Signs. The required posting period shall be no less than fifteen (15) consecutive days, but no more than thirty (30) days, prior to the public hearing (excluding the day of the hearing from this period). The sign shall be posted at a prominent location on the property, near the sidewalk or public right-of-way so that it is visible to passing pedestrians and motorists.

3. Responsibility for Posting Signs. The Village shall provide and erect the sign on the property. The applicant must maintain the sign during the required period. The Village may, at its discretion, require a deposit or reimbursement of the cost of a sign.

D. Public Examination and Copying of Applications and Other Documents. During normal business hours, any person may examine the application and material submitted in support of, or in opposition to, the application, subject to the exceptions set forth in the Freedom of Information Act. Upon reasonable request, any person shall be entitled to copies of the application and related documents. The Zoning Administrator shall make copies of such materials available for a fee specified by the Village.

20.12.040 – Public hearing.

A. Conduct of Public Hearings.

1. All public hearings are subject to the Illinois Open Meetings Act.

2. The general procedure for public hearings is typically as follows, but the Chair may deviate from said procedure in his/her discretion:

a. Call to order.

b. The Chair opens the public hearing for the application(s), asks for roll call, and presents a brief explanation of the public hearing procedure.

c. The Chair swears in those wishing to give testimony. All persons offering testimony at a public hearing shall testify under oath. An attorney shall be sworn if he/she offers testimony, but not if he/she is questioning a witness, summarizing witness testimony, or addressing the body conducting the hearing on procedural issues. All persons wishing to testify at the public hearing shall state for the record his/her name and address.

d. All interested parties may appear for themselves or be represented by a person of

their choosing. Written statements will be accepted prior to the hearing to be entered into the public hearing record.

e. Any person may appear at a hearing and submit evidence, upon receiving recognition from the Chair of the body conducting the hearing. Any person may ask relevant questions of other witnesses. All persons wishing to submit evidence at the public hearing shall state for the record his/her name and address.

f. The application and any accompanying exhibits will be identified and made part of the record.

g. The applicant presents testimony regarding the petition and associated applications.

h. Questions are directed to the applicant by the body conducting the hearing.

i. An interested party wishing to ask questions of a witness may, at the time indicated by the Chair, direct questions to the witness. All persons shall state his/her name and address before questioning a witness. This opportunity for questioning a witness shall not be used by the questioner to offer testimony or evidence.

j. Rebuttals.

k. The Chair may use reasonable discretion in determining when testimony has become redundant or is not relevant to the proceedings.

i. Follow-up questions from the body conducting the hearing.

m. Discussion of evidence gathered by the body conducting the hearing.

n. The body conducting the hearing will close that portion of the public hearing in regard to receiving evidence. The hearing will be continued for the purposes of voting on findings and recommendations. The hearing will remain open until such time as a decision is reached.

B. Continuances. The Chair, with approval of the body conducting the hearing, may continue the public hearing. In order to reopen the hearing, no new notice shall be required if a hearing is continued to a date specified, provided that a public announcement of the future date, time, and place of the continued hearing is made at the hearing and placed in the minutes. If the hearing is adjourned, rather than continued to a date specified, in order to reopen the hearing all notices must be given that would have been required for the initial public hearing.

CHAPTER 20.16 - APPLICATIONS & APPROVAL PROCESSES

20.16.010 – Purpose.
20.16.020 – Zoning amendment.
20.16.030 – Variation.
20.16.040 – Special use.
20.16.050 – Planned unit development.
20.16.060 – Zoning interpretation.
20.16.070 – Appeals.
20.16.080 – Building permit.
20.16.090 – Certificate of occupancy.
20.16.100 – Enforcement.

20.16.010 – Purpose.

The purpose of this Chapter is to delineate the scope of applicability, specific procedures and requirements, and approval standards that are applicable to each zoning application and approval.

20.16.020 – Zoning amendment.

A. Purpose. The regulations imposed and the districts created by this Ordinance may be amended from time to time in accordance with this Section. This process for amending the Zoning Ordinance text or the Official Zoning Map is intended to permit modifications in response to changed conditions or changes in Village policy. Amendments are not intended to relieve particular hardships or confer special privileges or rights upon any person or party.

B. Initiation. An owner of any property in the Village, other person expressly authorized in writing by the owner of property in the Village, or the Village may propose zoning text or map amendments.

C. Authority and Execution. The Village Board, after receiving a recommendation from the Planning and Zoning Commission, shall take formal action on requests for zoning text or map amendments.

D. Procedure. All applications shall be filed with the Zoning Administrator in accordance with the requirements of Section 20.12.020 (Application). Once it is determined that the application is complete, the Zoning Administrator shall schedule the application for consideration by the Planning and Zoning Commission. Amendments initiated by the Village also require an application but are exempt from fees.

1. Action by the Planning and Zoning Commission.

a. The Planning and Zoning Commission shall consider the proposed zoning amendment no more than sixty (60) days of receipt of a complete application. The Planning and Zoning Commission shall then conduct a public hearing on a proposed zoning amendment in accordance with Section 20.12.040 (Public Hearing). Notice for the public hearing shall be in accordance with Section 20.12.030 (Notice). If, in the Planning and Zoning Commission's judgment, the application does not contain sufficient information to enable the Planning and Zoning Commission to properly discharge its responsibilities, the Planning and Zoning Commission may request additional information from the applicant. In that event, the sixty (60) day period shall be suspended pending receipt of all requested information and/or the public hearing may be continued.

b. Within sixty (60) days of the close of the public hearing, the Planning and Zoning Commission shall forward to the Village Board its recommendation, together with the minutes of the hearing.

c. The Planning and Zoning Commission shall evaluate the application, based upon the evidence presented at the public hearing, pursuant to each of the applicable standards in Paragraph E below. For zoning text amendments, the Planning and Zoning Commission shall recommend approval, approval with conditions, or denial of the application. For zoning map amendments, the Planning and Zoning Commission shall recommend approval or denial of the application.

2. Action by the Village Board. The Village Board shall consider the application within sixty (60) days of receiving the findings of fact and recommendation from the Planning and Zoning Commission. The Village Board may take action in the form of approval, approval with conditions, or denial on applications for zoning text amendments, and approval or denial on applications for zoning map amendments. The Village Board may also refer the application back to the Planning and Zoning Commission for further consideration.

E. Approval Standards for Zoning Amendments. The Planning and Zoning Commission recommendation and the Village Board decision on any zoning amendment, whether text or map amendment, is a matter of legislative discretion that is not controlled by any particular standard. However, in making their recommendation and decision, the Planning and Zoning Commission and the Village Board shall consider the following standards. The approval of amendments is based on a balancing of these standards.

1. Approval Standards for Map Amendments

a. The existing use and zoning of nearby property.

b. The extent to which property values of the subject property are diminished by the existing zoning.

c. The extent to which the proposed amendment promotes the public health, safety, and welfare of the Village.

d. The relative gain to the public, as compared to the hardship imposed upon the applicant.

e. The suitability of the property for the purposes for which it is presently zoned, i.e., the feasibility of developing the property in question for one (1) or more of the uses permitted under the existing zoning classification.

f. The length of time that the property in question has been vacant, as presently zoned, considered in the context of development in the area where the property is located.

g. The evidence, or lack of evidence, of community need for the use proposed by the applicant.

h. The consistency of the proposed amendment with the Comprehensive Plan.

i. That the proposed amendment will benefit the residents of the Village as a whole, and not just the applicant, property owner(s), neighbors of any property under consideration, or other special interest groups, and the extent to which the proposed use would be in the public interest and would not serve solely the interest of the applicant.

j. The extent to which the proposed amendment creates nonconformities.

k. The trend of development, if any, in the general area of the property in question.

l. Whether adequate public facilities are available including, but not limited to, schools, parks, police and fire protection, roads, sanitary sewers, storm sewers, and water lines, or are reasonably capable of being provided prior to the development of the uses, which would be permitted on the subject property if the amendment were adopted.

F. Limitations on Denials. No application by an applicant other than the Village for a map amendment that has been denied by the Village Board shall be reconsidered for a period of one (1) year from that date of denial.

G. Written Protest of Map Amendment. Whenever a written protest against a proposed map amendment has been filed within thirty (30) days after the public hearing, the ordinance providing for the proposed map amendment shall not be passed except by the favorable vote of two-thirds (2/3) of the members of the Village Board. Such written protest must be signed by one (1) of the following:

1. The owners of twenty percent (20%) of the frontage of property proposed to be altered; or

2. The owners of twenty percent (20%) of the frontage of property immediately adjoining in the same block or in the block in back of or across an alley therefrom; or

3. The owners of twenty percent (20%) of the frontage of property immediately opposite therefrom.

20.16.030 – Variation.

A. Purpose. The variation process is to provide a narrowly circumscribed means by which relief may be granted from unforeseen applications of this Ordinance that create practical difficulties or particular hardships.

B. Initiation. An owner of any property in the Village or other person expressly authorized by the owner in writing may request a variation for that property.

C. Definition and Applicability of Major and Administrative Variations. This Ordinance allows for two (2) types of variation. An administrative variation may be approved by the Zoning Administrator and a major variation may only be approved by the Village Board in accordance with the procedures of this section. Applications eligible for an administrative variation are as defined below. All other variations are considered major variations.

1. A variation for lot width within ninety percent (90%) of required minimum lot width.

2. Reduction in required setbacks of no more than ten percent (10%) or two (2) feet, whichever is less.

3. Reduction of required off-street parking spaces by no more than ten percent (10%) of the required amount.

4. A variation for bicycle parking requirements.

5. A variation for the footcandle restrictions of exterior lighting.

6. A variation of permitted building materials.

7. A variation for maximum setback or build-to zone when a drive-through facility is present and interferes with said bulk requirements.

8. A variation for outdoor dining requirements.

9. Within the C-5 Zoning District these additional Administrative Variations may be considered:

    a. A variation for unlisted accessory structures.

    b. A variation for landscaping and screening regulations.

10. A variation for sidewalk width.

11. A variation to the standards for ground floor transparency.

D. Authority and Execution. Variations may be authorized by the terms of this Ordinance. Major variations may only be authorized by the Village Board. The Zoning Administrator is authorized to grant certain administrative variances, as defined in Paragraph C (Definition and Applicability of Major and Administrative Variations) above.

E. Procedure

1. Application. All applications shall be filed with the Zoning Administrator in accordance with the requirements in Section 20.12.020 (Application). Once it is determined that the application is complete, the Zoning Administrator shall consider an application for an administrative variation or shall forward the major variation application to the Planning and Zoning Commission.

2. Administrative Variation.

    a. The Zoning Administrator shall review and evaluate the complete administrative variation application, pursuant to the standards in Paragraph F (Approval Standards for Variations) below. The Zoning Administrator shall render a decision at the conclusion of the thirty (30) days on the required notice and either approve, approve with conditions, or deny the application.

    b. The Zoning Administrator may also, at his/her discretion, determine that, because of its nature, a proposed administrative variation application, even if it meets the criteria of Paragraph C above, must be resubmitted in accordance with the procedures for a major variation, as described in subsection (E)(3) (Major Variance) below.

    c. If a noticed property owner objects to the administrative variation application in writing, prior to the date indicated on the notice that the Zoning Administrator may render a decision, the application shall be resubmitted as a major variation. Major variation application, notice and public hearing requirements shall be required.

    d. If the Zoning Administrator denies the application for an administrative variance, the applicant shall have the right to appeal to the Planning and Zoning Commission. Appeals must be filed within thirty (30) days of the Zoning Administrator's denial in accordance with Section 20.16.070 (Appeals).

3. Major Variation.

    a. The Planning and Zoning Commission shall consider the major variation application

no more than sixty (60) days of receipt of a complete application. The Planning and Zoning Commission shall then conduct a public hearing on a major variation application in accordance with Section 20.12.040 (Public Hearing). If, in the Planning and Zoning Commission's judgment, the major variation application does not contain sufficient information to enable the Planning and Zoning Commission to properly discharge its responsibilities, the Planning and Zoning Commission may request additional information from the applicant. In that event, the sixty (60) day period shall be suspended pending receipt of all requested information and/or the public hearing may be continued.

b. The Planning and Zoning Commission shall evaluate the application, based upon the evidence presented at the public hearing, pursuant to each of the applicable standards in Paragraph F below.

c. The Planning and Zoning Commission shall recommend approval, approval with conditions, or denial of the application. The Planning and Zoning Commission shall, within sixty (60) days of the close of the public hearing, forward its recommendation to the Village Board.

d. The Village Board shall consider the variation within sixty (60) days of receipt of the Planning and Zoning Commission recommendation. The Village Board may also refer the application back to the Planning and Zoning Commission for further consideration.

4. Use Variation. A modification of the provisions of this title in accordance with provisions herein concerning variances in cases where enforcement would cause undue hardship as a result of special circumstances affecting an individual property that do not generally affect other properties in the same zoning district. This modification may relate to the use of the land.

a. The Planning and Zoning Commission shall consider the use variation application no more than sixty (60) days of receipt of a complete application. The Planning and Zoning Commission shall then conduct a public hearing on a use variation application in accordance with Section 20.12.040 (Public Hearing). If, in the Planning and Zoning Commission's judgment, the use variation application does not contain sufficient information to enable the Planning and Zoning Commission to properly discharge its responsibilities, the Planning and Zoning Commission may request additional information from the applicant. In that event, the sixty (60) day period shall be suspended pending receipt of all requested information and/or the public hearing may be continued.

b. The Planning and Zoning Commission shall evaluate the application, based upon the evidence presented at the public hearing, pursuant to each of the applicable standards in Paragraph F below.

c. The Planning and Zoning Commission shall recommend approval, approval with conditions or denial of the application. The Planning and Zoning Commission shall, within sixty (60) days of the close of the public hearing, forward its recommendation to the Village Board.

d. The Village Board shall consider the variation within sixty (60) days of receipt of the Planning and Zoning Commission recommendation. The Village Board may also refer the application back to the Planning and Zoning Commission for further consideration.

F. Approval Standards for Variations

1. No variation from the provisions of this Ordinance shall be granted unless the Zoning Administrator, Planning and Zoning Commission and Village Board makes specific written findings based on the standards imposed by this section. These standards are as follows:

    a. The strict application of the terms of this Ordinance will result in undue hardship.

    b. The plight of the owner is due to unique circumstances.

    c. The variation, if granted, will not alter the essential character of the locality.

2. The Zoning Administrator, Planning and Zoning Commission and Village Board, in making its findings, may inquire into the following evidentiary issues, as well as any others deemed appropriate:

    a. The particular physical surroundings, shape or topographical conditions of the specific property impose a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out.

    b. The alleged difficulty or hardship has not been created by any person presently having a proprietary interest in the property in question.

    c. The granting of the variation will not be detrimental to the public welfare in the neighborhood in which the property is located.

    d. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.

    e. The proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies.

    f. The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

G. Conditions and Restrictions. The Planning and Zoning Commission may recommend, and the Village Board or Zoning Administrator may impose, such conditions and restrictions upon the location, construction, design and use of the property benefited by a variation as may be necessary or appropriate to protect the public interest, adjacent property, and property values. Failure to maintain such conditions or restrictions as may be imposed shall constitute grounds for revocation of the variation. The terms of relief granted, including any conditions or restrictions, shall be specifically set forth in the recommendation and approval.

H. Variation Less Than Requested. The appropriate administrative body or official may grant a variation that is less than that requested when it has been decided, based upon the findings of Paragraph F, above, that the applicant is entitled to some relief of the hardship, but not to the entire relief requested in the variation application.

I. Expiration of Variation. No approved variation shall be valid for a period longer than one-hundred eighty (180) days from the date of such approval unless a building permit is obtained within such period, and the erection or alteration of a building is started, or the use is commenced within such period. The Village Board may grant, as part of the adopting ordinance, a period of validity longer than one-hundred eighty (180) days.

J. Limitations on Denials. No application for a variation that has been denied shall be reconsidered for a period of one (1) year from that date of denial.

K. Revocation of Use Variation. A Use Variation may be revoked if:

1. Noncompliance: Any conditions or restrictions are not complied with within the time limit specified on the variance;

2. Compliance Not Maintained: After they are initially complied with, compliance with such conditions or restrictions is not maintained at any time;

3. Variance Not Established: The variance is not established or a required building permit is not obtained and building started, within one year of the date of the variance issued; or

4. Use Variance Ceases to Exist: With respect to use variances, in the event the use granted by the variance shall cease to exist for a period of one hundred eighty (180) consecutive days.

20.16.040 – Special use.

A. Purpose. The development and execution of a Zoning Ordinance is based upon the division of the Village into districts. Within each district the use of land and buildings, and the bulk and location of buildings and structures in relation to the land, are substantially uniform. It is recognized, however, that there are specific uses which, because of their unique characteristics, cannot be properly classified in any particular district or districts without consideration, in each case, of the impact of those uses upon neighboring land and of the public need for the particular use at the particular location. Such uses may be either public or private and are of such an unusual nature that their operation may give rise to unique problems with respect to their impact upon neighboring property or public facilities.

B. Initiation. An owner of the subject property or other person expressly authorized in writing by the owner of property in the Village may file an application to use such land for one (1) or more of the special uses authorized within the zoning districts of this Ordinance.

C. Authority and Execution. The Village Board, after receiving a recommendation from the Planning and Zoning Commission, shall take formal action on special use requests.

D. Procedure. An application for a special use shall be filed with the Zoning Administrator. All applications for a special use shall be filed in accordance with the requirements in Section 20.12.020 (Application). Once it is determined that the application is complete, the Zoning Administrator shall schedule the application for consideration by the Planning and Zoning Commission.

1. Action by the Planning and Zoning Commission.

a. The Planning and Zoning Commission shall consider the special use no more than sixty (60) days of receipt of a complete application. The Planning and Zoning Commission shall then conduct a public hearing on the special use in accordance with Section 20.12.040 (Public Hearing). Notice for the public hearing shall be in accordance with Section 20.12.030 (Notice). If, in the Planning and Zoning Commission's judgment, the application does not contain sufficient information to enable the Planning and Zoning Commission to properly discharge its responsibilities, the Planning and Zoning Commission may request additional information from the applicant. In that event, the sixty (60) day period shall be suspended pending receipt of all requested information and/or the public hearing may be continued.

b. Following a public hearing on an application for special use, the Planning and Zoning Commission shall determine whether or not to recommend approval of the special use. The Planning and Zoning Commission shall, within sixty (60) days of the close of the public hearing, forward its recommendation or approval or approval with conditions to the Village Board.

c. The Planning and Zoning Commission shall vote to recommend either approval, approval with conditions or denial of the special use, and such recommendation shall be forwarded to the Village Board. The Planning and Zoning Commission shall make findings, based upon the evidence presented at the public hearing, pursuant to each of the applicable standards in Paragraph E below.

2. Action by the Village Board. The Village Board shall consider the special use within sixty (60) days of receipt of the Planning and Zoning Commission recommendation. In granting any special use, the Village Board may require such evidence and guarantees, as it may deem necessary, to assure compliance with the stipulated conditions. The Village Board may refer the application back to the Planning and Zoning Commission for further consideration.

3. Conditions on Special Uses. The Planning and Zoning Commission may recommend, and the Village Board may impose, such conditions and restrictions upon the establishment, location, construction, maintenance, and operation of the special use as may be deemed necessary for the protection of the public interest.

E. Approval Standards for Special Uses. No special use shall be recommended for approval by the Planning and Zoning Commission and approved by the Village Board unless it has made findings, based upon the evidence presented at the public hearing, to support each of the following conclusions:

1. The establishment, maintenance, and operation of the special use in the specific location proposed will not endanger the public health, safety, or general welfare of any portion of the community.

2. The proposed special use is compatible with adjacent properties and other property within the immediate vicinity of the special use.

3. The special use in the specific location proposed is consistent with the spirit and intent of this Ordinance and the Village land use policies.

4. The special use conforms to the applicable regulations of the zoning district in which it is to be located.

F. No Presumption of Approval. The listing of a use as a special use within a zoning district does not constitute an assurance or presumption that such special use will be approved. Rather, each proposed special use shall be evaluated on an individual basis, in relation to all applicable standards of this Ordinance. Such evaluation will determine whether approval of the special use is appropriate at the particular location and in the particular manner proposed.

G. Revocation of Special Use. A special use may be revoked by the Village Board after a finding of the existence of any one (1) of the following conditions or of the occurrence of any of the following events:

1. Any of the provisions of this section or the Zoning Ordinance, or any of the terms and conditions of the special use permit are violated.

2. A building permit for the construction of the structure(s) for which a special use permit was granted is not issued, through no fault of the Village, within one (1) year of the granting of the special use permit by the Village Board, and the erection or alteration of a building is started, or the use is commenced within such period.

3. Whenever an existing special use is changed to or replaced by a permitted use.

4. Whenever a special use is discontinued (where the business has been closed and is no longer operating) for a period of one-hundred eighty (180) continuous days.

H. Limitations on Denials. No application for a special use, which has been denied by the Village Board, shall be reconsidered for a period of one (1) year from that date of denial.

20.16.050 – Planned unit development.

Where permitted within district regulations, planned unit developments shall be considered special uses, and subject to the process and requirements of both special uses in Section 20.16.040 (Special Use) and planned unit developments. See Chapter 20.20 (Planned Unit Development) of this Ordinance for planned unit development process and requirements and Section 20.44.045 (TND District Development and Design Standards) of this Ordinance for planned unit development process and requirements applicable in the TND District.

20.16.060 – Zoning interpretation.

A. Purpose. This interpretation authority is not intended to add or change the essential content of the Ordinance. The interpretation authority is intended to recognize that the provisions of this Ordinance, though detailed and extensive, cannot, as a practical matter, address every specific zoning issue.

B. Initiation. Applications for zoning interpretations may be filed by an owner of any property in the Village or other person authorized in writing by the owner of property in the Village. In addition, the Village Board may request that the Zoning Administrator render an interpretation. All applications for interpretations shall be filed with the Zoning Administrator in accordance with the requirements in Section 20.12.020 (Application). Requests initiated by the Village Board require an application but are exempt from fees. All interpretation requests shall be for the purpose of furthering some actual development.

C. Authority and Execution. The Zoning Administrator shall review and make final decisions on written requests for interpretations.

D. Procedure. The Zoning Administrator shall review a written request for an interpretation and render the interpretation in writing within a reasonable time. The Zoning Administrator shall have the ability to request additional information prior to rendering an interpretation.

E. Appeals. An applicant may appeal the Zoning Administrator's decision to the Planning and Zoning Commission within thirty (30) days of the decision.

20.16.070 – Appeals.

A. Purpose. The zoning appeals process for review of decisions of the Zoning Administrator is intended to provide appropriate checks and balances on administrative authority.

B. Initiation. Applications for appeals may be filed by any owner of any property in the Village that is directly affected by a determination of the Zoning Administrator.

C. Authority and Execution. The Planning and Zoning Commission may review only those decisions of the Zoning Administrator that result from determinations made directly pursuant to this Zoning Ordinance. Other decisions and actions of the Zoning Administrator cannot be appealed under this process.

D. Procedure. Upon the filing of an application for an appeal of a Zoning Administrator determination, the Planning and Zoning Commission shall conduct a public hearing in accordance with Section 20.12.040 (Public Hearing) within sixty (60) days of receipt of a complete application. If, in the Planning and Zoning Commission judgment, the application does not contain sufficient information to enable the Board to properly discharge its responsibilities, the Planning and Zoning Commission may request additional information from the applicant. In that event, the sixty (60) day period shall be suspended pending receipt of all requested information and/or the public hearing continued. Notice shall give in accordance with Section 20.12.030 (Notice). The Planning and Zoning Commission shall decide the appeal within sixty (60) days of the close of the public hearing. The Planning and Zoning Commission may reverse or affirm or may modify the determination. The Planning and Zoning Commission decision must be on the record.

E. Limitations on Appeals. An interpretation may only be appealed if an application is filed within thirty (30) days of the Zoning Administrator decision.

20.16.080 – Building permit.

Before proceeding with the erection, enlargement, alteration, repair, or removal of any structure in the Village, a building permit for such erection, enlargement, alteration, repair, or removal is required. As part of the building permit application process, the Zoning Administrator shall review the application for compliance with this Ordinance.

20.16.090 – Certificate of occupancy.

No land shall be occupied or used, no structure shall be occupied or used, in whole or in part, and no change of use shall be made for any purpose whatsoever until a certificate of occupancy is issued stating that the building and use comply with all the building and health laws and ordinances and with the provisions of these regulations. The Zoning Administrator shall be responsible for determining compliance with this Ordinance and all other applicable ordinances prior to issuance of a certificate of occupancy.

20.16.100 – Enforcement.

A. Enforcement. This Ordinance shall be enforced by the Zoning Administrator. The Zoning Administrator may secure the assistance of the Village Attorney to seek an injunction, abatement, or other appropriate actions to enjoin, abate, or stop any violation of this Ordinance. At times, the aid of the Police Department may be sought to enforce this Ordinance. The Zoning Administrator may secure the assistance of the Building Department and the administrative hearing process to enforce this Ordinance. The property owner charged with the violation may be held responsible for any legal expenses incurred by the Village.

B. Penalties. Any person, firm, or corporation who violates, disobeys, omits, neglects, or refuses to comply with, or who resists the enforcement of any of the provisions of this Ordinance, upon conviction, shall be fined for each offence. Each day that a violation continues shall constitute a separate offense for the purposes of the penalties and remedies available to the Village. The accumulation of penalties for violations, but not the obligation for payment for violations already committed, shall cease upon correction of the violation.

C. Fines. Each violation, and each day that such violation continues, shall be subject to a fine of not less than seventy-five dollars ($75.00) and not more than seven hundred fifty dollars ($750.00).

CHAPTER 20.20 - PLANNED UNIT DEVELOPMENTS

20.20.010 – Purpose.
20.20.020 – Initiation.
20.20.030 – Authorization.
20.20.040 – General standards for planned unit developments.
20.20.050 – Exceptions from district regulations.
20.20.060 – Procedure.
20.20.070 – Adjustments to approved final plans.
20.20.080 – Intentionally Blank.
20.20.090 – Revocations and extensions.

20.20.010 – Purpose.

Planned unit developments (PUD) are included in this Zoning Ordinance as a distinct category of special use. As such, they are authorized for the same general purposes as all other special uses. In particular, however, the planned unit development technique is intended to allow the modification of otherwise applicable substantive requirements based on procedural protections providing for detailed review of individual proposals for significant developments. This special regulatory technique is included in this Zoning Ordinance in recognition of the fact that traditional bulk and yard regulations that may be useful in protecting the character of substantially developed and stable areas may impose rigidities on the development or redevelopment of parcels or areas that lend themselves to an individual, planned approach. This technique is intended to be applied to further only those applications which provide special, compensating amenities to the Village. Through the flexibility of the planned unit development technique, the Village seeks to achieve the following specific objectives:

A. Encourage flexibility in the development of land and in the design of structures.

B. Encourage planned diversification in the location of structures.

C. Encourage a creative approach to the use of land that results in better development and design than might otherwise be accomplished under the strict application of other sections of this Ordinance.

D. Provide for the efficient use of land to facilitate a more effective arrangement of land uses, buildings, circulation systems, and utilities.

E. Provide for more usable and suitably located open space and recreation areas than might otherwise be provided under the application of other Chapters of this Ordinance.

F. Encourage the construction of appropriate aesthetic amenities which will enhance the character of the site.

G. Guarantee quality construction commensurate with other developments within the community, and compatible with the character of the surrounding area and adjoining properties.

H. Facilitate the implementation of the Village land use policies, particularly with respect to areas designated for potential redevelopment.

I. Encourage quality construction and design through an efficient application procedure that is sensitive to the need for expeditious development review.

20.20.020 – Initiation.

An application for a special use permit to allow or grant a planned unit development may be filed by the owner of record, or any person(s) having a contractual interest in, the property for which the planned unit development is proposed. However, that all owners of record of such property must execute the application.

20.20.030 – Authorization.

A planned unit development may be authorized as a special use in all zoning districts. A planned unit development shall be granted in accordance with the procedures and standards of this chapter, and the special use provisions of Section 20.16.040 (Special Use). Notwithstanding the foregoing, a planned unit development in the TND Traditional Neighborhood Design Zoning District shall be subject to Section 20.44.045 and is exempt from Sections 20.20.040, 20.20.050, 20.20.060, 20.20.070, and 20.20,090 of this chapter. Unless specifically approved by the ordinance granting or amending the planned unit development as a special use, the requirements of the underlying district shall apply.

20.20.040 – General standards for planned unit developments.

A. The entire property proposed for the planned unit development shall be in single ownership or under such unified control as to ensure that the entire property will be developed as a unified whole. All owners of the property shall be included as joint applicants on all applications and all approvals shall bind all owners. The violation of any owner as to any tract shall be deemed a violation as to all owners of all tracts.

B. The applicant shall have the burden of establishing that the subject property is of sufficient size and shape to be planned and developed as a unified whole capable of meeting the objectives for which planned unit developments may be established pursuant to this section.

C. All covenants, deed restrictions, easements, and similar restrictions to be recorded in connection with the planned unit development shall stipulate that they may not be modified, removed, or released without the express consent of the Village Board and that they may be enforced by future landowners within the proposed development.

D. The applicant may be required to submit a proposed development agreement as part of the planned unit development application. As part of the planned unit development approval, the Village must approve the development agreement.

E. Any area of a planned unit development not used for structures, streets, or parking lots, shall be landscaped. The perimeter of the planned unit development shall be designed to ensure compatibility with uses surrounding the planned unit development by including uses within the planned unit development that are compatible with such surrounding uses, including setbacks, screening, or natural or man-made buffers within such perimeter.

F. Private streets are prohibited unless expressly approved by the Village Board. If so approved, they shall meet all construction standards applicable to public streets. No such streets shall be approved except upon the condition that they shall be owned and maintained by a property owners' association meeting the requirements set forth in this section.

G. Whenever the Village Board determines that development of a planned unit development will create a need for land for public purposes of the Village within the proposed planned unit development, the Village Board may require that such land be designated and dedicated to the Village for such use. In addition, the Village Board may require evidence that all requirements of Village ordinances pertaining to the dedication of land or the contribution of cash in connection with subdivisions or developments of land have been met with respect to the proposed planned unit development.

H. Thirty percent (30%) of the area of a residential-only planned unit development is required to be set aside and maintained as common open space. This thirty percent (30%) shall be calculated based on the net area of the site, which is the total area of a site available for development, excluding street rights-of-way and other publicly dedicated improvements. excluding public rights-of-way. The location of common open space shall be consistent with its intended function as set forth in the application and planned unit development plans. No such open space shall be used for the construction of any structure or improvement except such structures and improvements as may be approved in the final plan as appropriate to the intended leisure or recreational uses for which such open space is intended.

1. The following uses shall be considered common open space:

    a. Parks and playgrounds, including skate parks and dog parks.

    b. Indoor or outdoor active recreation facilities, including basketball courts, ball fields, swimming pools and tennis courts.

    c. Jogging trails, bike trails and fitness courses.

    d. Nature preserves, bird sanctuaries, natural water features and similar conservation areas.

    e. Detention/retention ponds may be counted toward common open space but must be accessible to the public via nature trails, boardwalks, and/or perimeter walkways, and they must be designed as natural water features and landscaped with native vegetation. Detention/retention ponds may only count toward twelve percent (12%) of the common open space area requirement.

2. Adequate safeguards, including recorded covenants or dedication of development rights, shall be provided to prevent the subsequent use of common open space for any use, structure, improvement, or development other than that shown on the approved final plan. The safeguards must be perpetual and must run with the land. Such safeguards may be released, but only with the express written consent of the Village Board.

3. The final plan shall include such provisions for the ownership and maintenance of such open space and improvements as are reasonably necessary to ensure their continuity, care, conservation, maintenance, and operation in accordance with predetermined standards and to ensure that remedial measures will be available to the Village if such open space or improvements are permitted to deteriorate or are not maintained in a condition consistent with the best interests of the planned unit development or the Village.

4. When the requirements of this section are to be satisfied by the ownership or maintenance of such open space or improvements by a property owners' association, such association shall meet each of the following standards:

    a. The by-laws and rules of the association and all declarations, covenants, and restrictions to be recorded must be included as part of the final plan prior to the final plan becoming effective. Each such document shall provide that it shall not be amended in any manner that would result in it being in violation of the requirements of this chapter.

    b. The association must be established, and all covenants and restrictions must be recorded prior to the sale or lease of any property within the area of the planned unit development designated to have the use of the proposed open space or improvements.

c. The association must be responsible for casualty and liability insurance, taxes, and the maintenance of the open space and improvements to be deeded to it.

d. Membership in the association must be mandatory for each property owner and any successive owner having a right to the use or enjoyment of such open space or improvements.

e. Every property owner having a right to the use or enjoyment of such open space or improvements must pay its pro rata share of the cost of the association by means of an assessment to be levied by the association that meets the requirements for becoming a lien on the property in accordance with state statutes.

f. The association must have the right to adjust the assessment to meet changed needs. The membership vote required to authorize such adjustment shall not be fixed at more than two-thirds ($^2/_3$) of the members voting on the issue.

g. The Village must be given the right to enforce the declarations, covenants, and restrictions.

h. The Village must be given the right, after ten (10) days written notice to the association, to perform any maintenance or repair work that the association has neglected to perform, to assess the membership for such work and to have a lien against the property of any member for the cost of such maintenance and work. For this purpose alone, the Village shall have all the rights and powers of the association and its governing body under the agreements and declarations creating the association.

I. Planned unit developments shall not adversely affect the natural environment of the community as a whole. Natural assets and features, such as existing trees and native vegetation, shall be protected and preserved to the greatest extent practical.

J. The site shall be accessible to public streets that are adequate to carry the traffic that will be generated by the proposed development. The streets and driveways within the proposed development shall be adequate to serve the uses within the development. The applicant shall be responsible for the cost and installation of additional traffic controls and regulating devices that are required.

K. The pedestrian circulation system and its related walkways shall be located to provide for separation of pedestrian and vehicular movement and for maximum pedestrian safety.

L. All planned unit developments shall provide for underground installation of utilities, including electricity, cable, and telephone. Provisions shall be made for acceptable design and construction of storm sewer facilities and appropriate storm retention and detention devices. The construction and maintenance of all utilities, roadways, parking facilities and other site improvements shall be in accordance with the requirements of this Ordinance and other regulations of the Village.

20.20.050 – Exceptions from district regulations.

A. The Planning and Zoning Commission may recommend, and the Village Board may grant exceptions to the district use, bulk, and yard regulations where a planned unit development is located. The planned unit development is subject to the underlying district regulations unless such exception is specifically granted. Exceptions from district regulations may be granted for planned unit developments, if the Village Board finds that such exceptions:

1. Enhances the overall merit of the planned unit development.

2. Promotes the objectives of both the Village and the development.

3. Enhances the quality of the design of the structures and the site plan.

4. Enables the development to offer environmental and pedestrian amenities.

5. Will not cause such an adverse impact on neighboring properties so as to outweigh the benefits of the development.

6. Is compatible with the Village land use policies.

7. Provides a public benefit to the Village, as described in Paragraph B below.

B. The underlying zoning district requirements shall apply unless an exception is granted by ordinance as part of the approved special use. Exceptions to district regulations may be granted where it is determined that such modifications shall not negatively affect the value and enjoyment of surrounding property, the provision of municipal services, or the flow of traffic. To be granted such exceptions, the applicant must demonstrate superior design and enhanced amenities. In no case shall an exception to district regulations within a planned unit development be granted unless the applicant demonstrates a substantial benefit to the Village. Design characteristics and amenities to be considered in this determination shall include, but are not limited to the following:

1. Reduced use of impervious surface materials, including cluster development and use of semi-pervious materials such as pervious pavers and grass-crete.

2. The use of green building and sustainable development techniques, including LEED or LEED-equivalent certification of structures.

3. Community amenities including plazas, malls, formal gardens, places to congregate, outdoor seating, public art, and pedestrian and transit facilities.

4. Preservation of environmental and/or historic features.

5. Open space and recreational amenities such as:

a. Swimming pools

b. Tennis courts

c. Recreational open space accessory buildings

d. Jogging trails and fitness courses

e. Playgrounds

f. Natural water features and conservation areas

g. Detention areas which are accessible to occupants or the public via nature trails, boardwalks, and/or perimeter walkways, but only if they are designed as natural water features and are landscaped with native vegetation

6. Adaptive reuse of existing buildings.

7. A senior housing set-aside, either rental or for-sale.

8. Provision of accessible dwelling units with accessible features beyond what is required by the Americans with Disabilities Act (ADA) or any other applicable codes.

20.20.060 – Procedure.

In its establishment and authorization as a special use, in addition to the special use standards of Section 20.16.040 (Special Use), the following procedures, requirements, restrictions, and conditions shall be observed. In addition to the special use procedures, approval of a planned unit development is a four-step process, which includes pre-application consultation, Concept Plan, Preliminary Plan, and Final Plan. No plats shall be recorded, and no building permit shall be issued until a Final Plan has been approved.

A. Pre-Application Consultation. Prior to the filing of an application for a planned unit development, the applicant shall confer with the Zoning Administrator, as well as other Village staff the Zoning Administrator deems appropriate to confer with, regarding the proposed development. At the pre-application meeting the applicant shall provide information as to the location of the proposed planned unit development, the proposed uses, proposed public and private improvements, a list of any known exceptions to this Ordinance and other ordinances of the Village, and any other information necessary to clearly explain the planned unit development. The purpose of such pre-application presentation and conference is to make advice and assistance available to the applicant before preparation of the optional concept plan or required preliminary plan, so that the applicant may determine:

   1. Whether the proposed planned unit development appears in general to be in compliance with the provisions of this Ordinance and other applicable regulations.

   2. Whether any zoning exceptions are required in connection with the proposed planned unit development.

   3. Whether the proposed planned unit development will be in conformity with the goals and policies of the Village for development. The pre-application conference does not require formal application, fee or filing of a planned unit development application.

   Any opinions or advice provided by the Zoning Administrator shall be in no way binding with respect to any official action the Planning and Zoning Commission or Village Board may take on the subsequent formal application.

B. Concept Plan

   1. Before submitting a formal application for a planned unit development, the applicant shall present a Concept Plan before the Village Board for the purpose of obtaining information and guidance prior to entering into binding commitments or incurring substantial expense. At minimum, the concept plan shall consist of the following:

      a. A map or maps in general form containing the proposed land uses, the natural features of the development site, the character and approximate location of all roadways and access drives proposed within the planned unit development, the location of all adjacent public streets, thoroughfares and public utilities, and schematic drawings showing the size, character, and disposition of buildings on the site.

b. A written statement containing a general explanation of the planned unit development, including a statement of the present ownership of all the land within said development and the expected schedule of construction.

2. The Village Board shall review the Concept Plan at a meeting and provide such information and guidance as it deems appropriate. Members of the Planning and Zoning Commission shall be invited to the Concept Plan review meeting in order to offer input on the proposed planned unit development.

3. Any opinions or advice provided by the Village Board shall be in no way binding with respect to any official action the Planning and Zoning Commission or Village Board may take on the subsequent formal application. The review of the Concept Plan shall not be a public hearing, and any failure to observe formal procedures shall not affect the ultimate validity of any enabling legislation.

C. Preliminary Plan. All applications for planned unit developments shall contain a Preliminary Plan, which shall be filed with the Zoning Administrator, who shall forward a copy of the same to the Planning and Zoning Commission. When a subdivision of land subject to Title 19 of the Village Code is proposed in connection with a planned unit development, the applicant shall file an application for approval of a preliminary plat of the proposed subdivision simultaneously with the application for development concept plan approval.

1. Preliminary Plan Submittal. The Preliminary Plan shall include, depict, and describe the basic scope, character, and nature of the entire proposed planned unit development, and shall include the following elements:

a. A written statement, which shall contain the following information:

i. A statistical tabulation of the acreage amounts of all land uses proposed.

ii. The type and number of dwelling units for any proposed residential land uses.

iii. The stages in which the project will be built and the approximate dates when construction of each phase is expected to begin and to end.

b. A boundary line survey of the subject property, which shall be prepared and certified by a registered land surveyor.

c. A topographic map of the subject property with contours shown at intervals no greater than five (5) feet. Topographic data shall refer to the USGS North American Datum - Mean Sea Level Elevation.

d. A detailed site analysis of the subject property which shall describe or depict the following information:

i. Existing land uses both on the subject property and immediately adjacent to it.

ii. Wooded areas on the subject property.

iii. A soil survey of the subject property and a report from the soil and water conservation district of Lake County identifying any soil problem areas. Additional soil information may be requested by the Planning and Zoning Commission and/or the Village Engineer.

iv. Portions of the subject property in any floodplain or floodplain fringe areas.

v. Streams, drainage ditches, culverts, and standing water.

vi. Tree survey of the subject property containing information identified in Chapter 20.60 (Landscaping & Screening).

vii. General directions of the stormwater runoff across the subject property.

viii. Existing County and/or municipal zoning on the subject property.

ix. Municipal corporate boundaries within or near the subject property.

e. A proposed land use plan drawn on a print of the topographic map for the subject property. The proposed land use plan shall contain the following information:

i. Identification information:

(a) Name of the proposed planned unit development.

(b) Location of the subject property by section, township, and range or by other approved legal description.

(c) Name and address of the planner and engineer for the planned unit development.

(d) Name and address of the owner of the subject property the developer of the planned unit development. If the owner is a land trust, the trust beneficiaries.

(e) Scale, north point, and date, including the date of the last revisions (if any).

ii. Design features:

(a) Right-of-way alignments, widths, and names of all streets. Such street names shall not duplicate the name of any street heretofore used in the Village or its environs unless such street is an extension of or is in line with an already named street, in which event that name shall be used.

(b) The location of all buildings and structures proposed for the planned unit development.

(c) Off-street parking, loading and service areas.

(d) All areas to be dedicated as common open space and all sites to be conveyed, dedicated, or reserved for parks, playgrounds, school sites, public buildings, and similar public and quasi-building uses.

(e) The pedestrian circulation system, and bicycle circulation system, if applicable.

(f) All other information necessary to clearly show the proposed elements of the planned unit development.

(g) A landscaping planting plan, indicating the height, size, location, quantities, and variety of stock to be planted.

(h) The general architectural style, the types of building materials, the colors, and conceptual elevation drawings, for all buildings, fences, signs, and other structures.

f. A proposed utility plan which shall be drawn on a print of the proposed land use plan. The proposed utility plan shall show the location and dimensions of all existing and proposed sanitary sewer, storm sewer, and water lines, drainage ditches, culverts, water retention areas, utility easements, and overhead utility lines, on and adjacent to the subject property. The utility plan shall be accompanied by a statement from the Village Engineer attesting to the capability of existing sewer systems to service the proposed plan unit development.

g. A traffic study, if requested by the Village, indicating the volume of traffic to be generated by the planned unit development and proposing any special engineering design features and/or traffic regulation devices needed to ensure efficient and safe traffic circulation to, through, and around the planned unit development.

h. An economic impact, if requested by the Village, study detailing the impact that the planned unit development will have upon the taxing bodies within which the proposed planned unit development is located. In addition, the expected number of students to be generated by any residential portion of it shall also be quantified.

i. Market study, if requested by the Village.

2. Preliminary Plan Procedure. The procedure for approval of the Preliminary Plan shall be:

a. Action by the Planning and Zoning Commission

i. The Planning and Zoning Commission shall review the Preliminary Plan and special use at a public hearing within sixty (60) days of receipt of a complete application. If, in the Planning and Zoning Commission judgment, the application does not contain sufficient information to enable the Planning and Zoning Commission to properly discharge its responsibilities, the Planning and Zoning Commission may request additional information from the applicant. In that event, the sixty (60) day period shall be suspended pending receipt of all requested information.

ii. Within sixty (60) days of the close of the public hearing, the Planning and Zoning Commission shall either:

(a) Recommend approval or denial of the Preliminary Plan and special use and submit its written recommendation to the Village Board.

(b) Advise the applicant in writing of any recommended changes, additions, or corrections to the Preliminary Plan. The applicant may, within thirty (30) days, submit the revised Preliminary Plan for Planning and Zoning Commission consideration at a continuation of, or at a new, public hearing. The applicant may do so without paying an additional filing fee. The Planning and Zoning Commission shall then recommend approval or denial of the Preliminary Plan and special use and submit its written recommendation to the Village Board.

iii. Such recommendation shall include:

(a) Findings of fact.

(b) Specify the reason or reasons for such recommendation or decision.

(c) A conclusion or statement setting forth the recommendation.

(d) Any recommended limitations or conditions.

b. Action by the Village Board. The Village Board, after receipt of the recommendations from the Planning and Zoning Commission, shall approve, approve with conditions, or deny the Preliminary Plan and special use within sixty (60) days following the receipt of the recommendations of the Planning and Zoning Commission.

i. If the Preliminary Plan is denied, the Village Board shall state in writing by passage of an Ordinance that includes findings of fact and the reasons for the denial.

ii. If the Preliminary Plan and special use is approved, the applicant shall submit a Final Plan for the planned unit development.

3. Limitations.

a. The approval of a Preliminary Plan shall automatically expire and be rendered void and the Zoning Administrator shall, without further direction, initiate an appropriate application to revoke the special use permit ordinance for all portions of the planned unit development area that have not yet been completed, if:

i. An application for approval of a Final Plan has not been filed within two (2) years, or such greater length of time as the Village Board may approve, after the date the Village Board grants Preliminary Plan approval

ii. The applicant shall in any other manner fail to comply with any condition of this Ordinance or any approval granted pursuant to it.

D. Final Plan. Within two (2) years following the approval of the Preliminary Plan, the applicant shall file with the Zoning Administrator a Final Plan containing, in final form, the information required for the Preliminary Plan. When a subdivision of land subject to Title 19 of the Village Code is proposed in connection with a planned unit development, the applicant shall file an application for approval of a final plat of the proposed subdivision simultaneously with the application for final plan approval.

1. Final Plan Submittal.

a. A final site plan and final plat drawn to an appropriate scale shall include the following information:

i. Final designation of the location, ground area, height, bulk and exact dimensions of all existing and proposed buildings and structures within the planned development.

ii. A detailed tabulation of each separate land use area, including land and building areas, and where applicable, the total number of residential dwelling units, the number of bedrooms in each unit, and the residential density.

iii. The use or uses to be made of such existing and proposed buildings or structures.

iv. The dimensions of all perimeter setbacks and the distances between all buildings and structures.

v. The final location and dimensions of all pedestrian walkways, driveways, streets, parking and loading facilities, including the number of parking spaces serving each building or land use type and all parking related screening and landscaping.

vi. The exact location and dimensions of any areas to be conveyed, dedicated, or reserved for parks, parkways, playgrounds, places of worship, school sites, public buildings, or for any other public or quasi-public use.

b. An accurate legal description of the entire zoning lot upon which the planned unit development is to be located, and a legal description of each separate subdivided parcel, including any areas to be conveyed, dedicated, or reserved for public or quasi-public uses.

c. All covenants, easements, agreements, development agreements and other provisions required to govern the use, maintenance, and continued protection of the planned development, along with an agreement assuring that the applicant, any subsequent owner or, where applicable, a homeowners' association shall be responsible for all street, utility, and common open space maintenance within said development and for snow plowing and refuse disposal.

d. All plats, certificates, seals, and signatures required for the dedication or vacation of land and/or the recording of the final site plan.

e. If subdivision of the development site is included in the planned unit development, a plat of subdivision shall be prepared suitable for recording with the Recorder of Deeds. Such plat of subdivision shall be prepared in the same form and meet the same specifications required for a normal subdivision as prescribed in the Village's subdivision regulations. In like manner, if a vacation or dedication of a public street or alley is included, a plat of vacation or dedication shall be prepared.

f. A detailed landscape plan based on final architectural decisions indicating the specific location and character of all landscaping, including the size and species of all trees, shrubs, hedges and other groundcover, the location, size, and type of all screening and fencing and the location, height, design, and illumination characteristics of all external lighting fixtures within the development.

g. A detailed utilities and drainage plan based on final architectural decisions indicating the size and location of all water distribution lines, sanitary sewers, stormwater drainage facilities, main power lines, phone lines and other utilities, including all easements, required to serve the planned development. The drainage plan shall include the manner in which surface drainage will be controlled and managed consistent with all applicable Village regulations. The utilities and drainage plan will also be submitted to Planning and the Village Engineer for review.

h. A development and construction schedule by phase.

i. Typical building elevations and schematic design presentations indicating the architectural character of all proposed buildings and structures based on final architectural decisions and prepared in detail.

j. Detailed drawings and design presentations of all signs to be erected within the planned unit development.

k. A separate schedule setting forth any proposed exceptions to any Village regulations. The schedule shall include, but not necessarily be limited to, the regulations governing use, density, area, bulk, off-street parking and loading and signs as they apply to the zoning district or districts within which the planned development is to be located. This schedule shall cite by section number each regulation from which an exception is sought.

l. A description of the public benefits and amenities to be provided.

2. Final Plan Procedure.

a. Action by Planning and Zoning Commission

i. Within sixty (60) days after the filing of an application for approval of a Final Plan, the Planning and Zoning Commission shall review the Final Plan, and transmit to the Village Board its recommendation on, the Final Plan. Such review shall consider:

(a) Whether the Final Plan is in substantial conformity with the approved Preliminary Plan.

(b) The merit or lack of merit of any departure of the Final Plan from substantial conformity with the approved Preliminary Plan.

(c) Whether the Final Plan complies with any and all conditions imposed by approval of the Preliminary Plan.

(d) Whether the Final Plan complies with the provisions of this Zoning Ordinance and all other applicable federal, state and Village codes, ordinances, regulations, and other laws.

ii. Each recommendation, as described in item iii below, of the Planning and Zoning Commission shall include:

(a) Any recommended limitations or conditions.

(b) A conclusion or statement setting forth the recommendation or decision.

iii. The Planning and Zoning Commission shall make one of the following types of recommendations to the Village Board in regard to the Final Plan:

(a) Recommendation of approval based on substantial conformity if the Planning and Zoning Commission finds:

(1) Substantial conformity between the Final Plan and the approved Preliminary Plan.

(2) That the Final Plan is in all other respects complete and in compliance with any and all conditions imposed by approval of the Preliminary Plan.

(3) That the Final Plan complies with the provisions of this Zoning Ordinance and all other applicable federal, state, and Village codes, ordinances, regulations, and other laws.

The Planning and Zoning Commission shall transmit the Final Plan to the Village Board with its recommendation that the Village Board approve the Final Plan, with or without modifications and conditions to be accepted by the applicant as a condition of approval. However, in no event shall such conditions of approval impair the rights granted by the Preliminary Plan approval.

(b) Recommendation of denial, if the Planning and Zoning Commission finds that

the Final Plan is not in substantial conformity with the approved Preliminary Plan and does not merit approval, or does not comply with the other conditions, laws, or criteria. The Planning and Zoning Commission shall transmit the Final Plan to the Village Board together with its recommendation that the Final Plan not be approved.

b. Action by Village Board.

i. Within sixty (60) days after the receipt of the recommendation of the Planning and Zoning Commission, the Village Board shall:

(a) Approve the Final Plan by a duly adopted ordinance.

(b) Reject the Final Plan by a duly adopted ordinance.

(c) Refer the Final Plan back to the Planning and Zoning Commission for further consideration of specified matters, with or without a new hearing, as may be required.

ii. The approval of any Final Plan may be granted with or without modifications and conditions to be accepted by the applicant as a condition of approval. However, in no event shall such conditions of approval impair the rights granted by the Preliminary Plan approval.

3. Approval. After Final Plan approval, the Final Plan, rather than any other provision of this zoning ordinance, shall constitute the parking, loading, sign, bulk, and yard regulations applicable to the subject property. Thus, the property within the planned unit development shall be used and developed only in accordance with the Final Plan, rather than the zoning district regulations otherwise applicable to such property.

E. Concurrent Preliminary and Final Plan Submittal. The applicant may submit an application for approval of a Final Plan simultaneously with the application for approval of a Preliminary Plan and, in such case, the Preliminary Plan and the Final Plan may be comprised of the same document or documents. In such case, the applicant shall comply with all provisions of this Zoning Ordinance applicable to submission of the Preliminary Plan and to submission of the Final Plan. The Planning and Zoning Commission and the Village Board shall consider such plans simultaneously and shall grant or deny, or recommend granting or denying, as the case may be, Final Plan approval in accordance with the provisions of this chapter.

20.20.070 – Adjustments to approved final plans.

No adjustments may be made in the approved Final Plan, except upon application to the Village, according to the following provisions.

A. During Construction. During the construction of the planned unit development, the procedure shall be as follows:

1. Minor Adjustments. During the development of a planned unit development, the Zoning Administrator may authorize minor adjustments to the Final Plan when such adjustments appear necessary in light of technical or engineering difficulties first discovered during actual development. Such minor adjustments shall be limited to the following:

a. Altering the location of any one structure or group of structures by not more than twenty (20) feet or one-fourth (¼) of the distance shown on the approved Final Plan between such structure or structures and any other structure or any vehicular

circulation element or any boundary of the planned unit development, whichever is less.

b. Altering the location of any circulation element by not more than twenty (20) feet or one-fourth (¼) of the distance shown on the approved Final Plan between such circulation element and any structure, whichever is less.

c. Altering the location of any open space by not more than fifty (50) feet.

d. Altering any final grade by not more than twenty percent (20%) of the originally planned grade.

e. Altering the location or type of landscaping elements.

Such minor adjustments shall be consistent with the intent and purpose of this Zoning Ordinance and the Final Plan, as approved, shall be the minimum necessary to overcome the particular difficulty, and shall not be approved if they would result in a violation of any standard or requirement of this Zoning Ordinance.

2. Major Adjustments. Any adjustment to the Final Plan not authorized by item 1 above shall be considered to be a major adjustment and shall be granted only upon application to, and approval by, the Village Board. The Village Board, by ordinance duly adopted, may grant approval for a major adjustment without a hearing upon finding that any changes in the Final Plan as approved will be in substantial conformity with the Final Plan. If the Village Board determines that a major adjustment is not in substantial conformity with the Final Plan as approved, then the Village Board shall refer the request to the Planning and Zoning Commission for public hearing and review.

B. After Construction. After the completion of construction of the planned unit development, all changes to the Final Plan must be made by the Village Board under the procedure authorized for an amendment to an approved special use. No changes may be made in the Final Plan unless they are required for the continued successful functioning of the planned unit development, or unless they are required by changes in conditions that have occurred since the Final Plan was approved or by changes in the development policy of the Village.

20.20.080 – Intentionally Blank

20.20.090 – Revocations and extensions.

If construction work on the proposed planned unit development has not begun within eighteen (18) months from the date of authorization by the Village Board, in its sole discretion may deem the planned development null and void and all rights shall lapse. However, the applicant can request an extension, upon his/her written application, filed prior to the termination of the eighteen (18) month time limit. The Village Board may authorize a single extension without a public notice.

CHAPTER 20.24 - ZONING DISTRICTS

20.24.010 – Purpose.
20.24.020 – Districts.
20.24.030 – Zoning map.
20.24.040 – Annexed land.
20.24.050 – Exemptions for rights-of-way and public utilities.

20.24.010 – Purpose.

The purpose of this Chapter is to outline the different zoning districts within this Zoning Ordinance and introduce the Official Zoning Map.

20.24.020 – Districts.

In order to carry out the purpose and intent of this Ordinance, the Village of Mundelein shall be divided into the following zoning districts:

A. Residential Districts.

R-1 Single-Family Residential Zoning District
R-2 Single-Family Residential Zoning District
R-3 Single-Family Residential Zoning District
R-4 Two-Family Residential Zoning District
R-5 Multi-Family Residential Zoning District

B. Commercial Districts.

C-1 Neighborhood Commercial Zoning District
C-2 General Commercial Zoning District
C-3 Heavy Commercial Zoning District
C-4 Shopping Center Zoning District
C-5 Downtown Zoning District

C. Office Park and Manufacturing Districts.

O-R Office-Research Zoning District
M-1 General Manufacturing Zoning District
M-MU Manufacturing Mixed-Use Zoning District

D. Special Purpose Districts.

OS Open Space Special Purpose Zoning District
I Institutional Special Purpose Zoning District
L-MU Lakefront Mixed-Use Zoning District
TND Traditional Neighborhood Design Zoning District

20.24.030 – Zoning map.

A. Location of Districts.

1. The location and boundaries of the zoning districts established by this Ordinance are set forth in the Official Zoning Map, as periodically amended. The Official Zoning Map is incorporated into, and made an integral part of, this Ordinance.

2. It is the intent of this Ordinance that the entire area of the Village, including all land and water areas, be included in the zoning districts established by this Ordinance. Any land lying within the Village, but not shown on the Official Zoning Map as being included within a district, shall be classified as the R-1 Single-Family Residential District.

B. Interpretation of Boundary Lines.

1. Right-of-Way Lines. Where zoning district boundary lines coincide with streets, alleys, highways, easements, or right-of-way lines of railroads, toll roads or expressways, the boundary line shall be construed to be the centerline of the right-of-way.

2. Property Lines. Where zoning district boundary lines coincide with a recorded property line, the property line shall be construed to be the boundary line of the district.

3. Scaled Lines. Where the district boundary lines do not coincide with a right-of-way line or recorded property line, the district boundary shall be determined by measuring such boundary line(s) by using the map scale as provided on the Official Zoning Map.

4. Clarification of Boundary Lines. The Planning and Zoning Commission shall decide all interpretations of zoning district boundary lines, where the application of Paragraphs 1 through 3 above leaves doubt as to the boundary between two (2) zoning districts.

20.24.040 – Annexed land.

Any territory annexed into the Village shall automatically, upon annexation, be classified as R-1 Single-Family Residential District. That land shall be subject to the requirements of the R-1 Single-Family Residential District, unless otherwise provided for in the annexation agreement or until the territory is rezoned.

20.24.050 – Exemptions for rights-of-way and public utilities.

A. The provisions of this Ordinance do not apply to land located within rights-of-way.

B. The following utility uses are exempt from the provisions of this Ordinance and permitted in any district: wires, cables, conduits, vaults, laterals, pipes, mains, hydrants, valves, and water supply wells.

C. This exemption does not include permanent aboveground utility structures, wireless telecommunications structures, amateur HAM radio towers, solar collectors, or wind energy system turbines. All such structures must comply with this Ordinance and any other applicable Village ordinances.

CHAPTER 20.28 - RESIDENTIAL ZONING DISTRICTS

20.28.010 – Residential zoning districts purpose statements.
20.28.020 – Permitted and special uses.
20.28.030 – Bulk and yard regulations.
20.28.040 – Measurement of yards, single-family, two-family, and single-family attached.
20.28.050 – Measurement of yards, single-family attached, townhouses, and multi-family.
20.28.060 – Design and layout requirements.
20.28.070 – General standards of applicability.

20.28.010 – Residential zoning districts purpose statements.

A. Purpose of R-1 Single-Family Residential Zoning District. The R-1 Single-Family Residential District is intended to create a low-density environment of single-family homes located upon larger sites. Limited non-residential uses that are compatible with surrounding residential neighborhoods may be permitted.

B. Purpose of R-2 Single-Family Residential Zoning District. The R-2 Single-Family Residential District is intended to create a relatively low-density environment of single-family homes within residential neighborhoods, located upon sites comparable in dimension typical to many late 1990s and early 2000s single-family residential development within the community. Limited non-residential uses that are compatible with surrounding residential neighborhoods may be permitted.

C. Purpose of R-3 Single-Family Residential Zoning District. The R-3 Single-Family Residential Zoning District is commonly found in areas of moderate density single-family neighborhoods located within the Diamond Lake area; areas generally bound by Route 176, Midlothian Road, Hawthorn Boulevard, Allanson, and Butterfield; and certain post-2008 recession residential areas of the Village. Limited non-residential uses that are compatible with surrounding residential neighborhoods may be permitted.

D. Purpose of R-4 Two-Family Residential Zoning District. The R-4 Two-Family Residential Zoning District is intended for areas of moderate density where single-family, single-family attached, and two-family dwellings are located, similar in dimension to the typical lot size for single-family housing within the community. Limited non-residential uses that are compatible with surrounding residential neighborhoods may be permitted.

E. Purpose of R-5 Multi-Family Residential Zoning District. The R-5 Multi-Family Residential Zoning District is intended to create a higher density environment of townhouse and multi-family dwellings. This district may function as a transition zone between residential neighborhoods and adjacent higher intensity land uses. Limited non-residential uses that are compatible with surrounding residential neighborhoods may be permitted.

20.28.020 – Permitted and special uses.

Table 20.28-1: Residential Zoning Districts Permitted and Special Uses lists permitted and special uses for the residential districts. A "P" indicates that a use is permitted within that district. An "S" indicates that a use is a special use in that district and must obtain special use approval as required in Section 20.16.040 (Special Use). No letter (i.e., a blank space), or the absence of the use from the table, indicates that use is not allowed within that district.

TABLE 20.28-1: RESIDENTIAL ZONING DISTRICTS PERMITTED AND SPECIAL USES

USE[1]	DISTRICT					USE STANDARDS
	R-1	R-2	R-3	R-4	R-5	
RESIDENTIAL						
Community Residence, Large (More than 8 persons)					P	Section 20.48.040(M)
Community Residence, Small (8 or less persons)	P	P	P	P	P	Section 20.48.040(M)
Dwelling, Multi-Family					P	Section 20.28.060(2)
Dwelling, Single-Family	P	P	P	P	P	Section 20.28.060(1)
Dwelling, Single-Family Attached				P	P	Section 20.28.060(2)
Dwelling, Townhouse					P	Section 20. 28.060(2)
Dwelling, Two-Family				P	P	Section 20. 28.060(1)
Residential Care Facility					P	Section 20.48.040(LL)
INSTITUTIONAL						
Place of Worship	S	S	S	S	S	Section 20.48.040(GG)
COMMERCIAL						
Day Care Home, Adult or Child	P	P	P	P	P	Section 20.48.040(R)
OPEN SPACE						
Park/Playground	P	P	P	P	P	
OTHER						
Planned Unit Development	S	S	S	S	S	Chapter 20.20
Utilities, Private					S	Section 20.48.040(QQ)
Wireless Telecommunications Antenna	S, P[2]	S, P[2]	S, P[2]	S, P[2]	S, P[2]	Section 20.48.040(SS)
Wireless Telecommunications Facility	S	S	S	S	S	Section 20.48.040(SS)
Wireless Telecommunications Tower	S	S	S	S	S	Section 20.48.040(SS)

TABLE 20.28-1: FOOTNOTES

[1] The terms in this column ("Use") are defined in Chapter 20.68 (Generic Use Definitions).

[2] Only wireless telecommunications antennas that comply with the stealth design standards of Section 20.48.040(SS) shall be considered permitted uses.

20.28.030 – Bulk and yard regulations.

Table 20.28-2: Residential Zoning Districts Bulk and Yard Regulations establishes bulk and yard regulations for the residential zoning districts. Bulk and yard regulations apply to all uses within that district unless a different standard is listed for a specific use.

TABLE 20.28-2: RESIDENTIAL ZONING DISTRICTS BULK AND YARD REGULATIONS, SINGLE-FAMILY, TWO-FAMILY, AND PLACES OF WORSHIP USES

BULK AND YARD REGULATIONS	DISTRICT R-1	R-2	R-3	R-4	R-5
BULK REGULATIONS					
Minimum Lot Area	12,000sf	10,000sf Places of Worship: 12,000sf	6,000sf Places of Worship: 12,000sf	SF: 6,000sf 2F: 7,250sf Places of Worship: 12,000sf	SF: 6,000sf 2F: 7,250sf Places of Worship: 12,000sf
Minimum Lot Width	80'	80'	50' Places of Worship: 80'	50' Places of Worship: 80'	50' Places of Worship: 80'
Maximum Building Height	35' and 3 stories[1]	35' and 3 stories[1]	35' and 3 stories[1]	35' and 3 stories[1]	35' and 3 stories[1]
Maximum Impervious Surface Coverage	Interior Lot: 50% Corner Lot: 60%	Interior Lot: 50% Corner Lot: 60%	Interior Lot: 50% Corner Lot: 60%	Interior Lot: 55% Corner Lot: 65%	Interior Lot: 55% Corner Lot: 65%
YARD REQUIREMENTS					
Minimum Front Yard [2] (See Section 20.28.040)	30'; or where 40% of lots on the block are improved, then the average of the front setbacks of two neighboring lots on either side[2], whichever is less	30'; or where 40% of lots on the block are improved, then the average of the front setbacks of two neighboring lots on either side[2], whichever is less	30'; or where 40% of lots on the block are improved, then the average of the front setbacks of two neighboring lots on either side[2], whichever is less	30'; or where 40% of lots on the block are improved, then the average of the front setbacks of two neighboring lots on either side[2], whichever is less	30'; or where 40% of lots on the block are improved, then the average of the front setbacks of two neighboring lots on either side[2], whichever is less
Minimum Interior Side Yard (See Section 20.28.040)	10% of lot width or 15', whichever is less, but no less than 10'	10% of lot width or 15', whichever is less, but no less than 8'	10% of lot width or 10', whichever is less, but no less than of 5'	10% of lot width or 10', whichever is less, but no less than 5'	10% of lot width or 15', whichever is less, but no less than 10'
Minimum Corner Side Yard (See Section 20.28.040)	20% of lot width or 20', whichever is less, but no less than 16'	20% of lot width or 15', whichever is less, but no less than 10'	20% of lot width or 15' ft, whichever is less, but no less than 10'	20% of lot width or 15', whichever is less, but no less than 10'	20% of lot width or 15', whichever is less, but no less than 10'
Minimum Reverse Corner Side Yard (See Section 20.28.040)	First 20', as measured from rear lot line, equals the front yard of the lot to the rear. Remainder of the yard: 50% of the front yard depth	First 20', as measured from rear lot line, equals the front yard of the lot to the rear. Remainder of the yard: 50% of the front yard depth	First 20', as measured from rear lot line, equals the front yard of the lot to the rear. Remainder of the yard: 50% of the front yard depth	First 20', as measured from rear lot line, equals the front yard of the lot to the rear. Remainder of the yard: 50% of the front yard depth	First 20', as measured from rear lot line, equals the front yard of the lot to the rear. Remainder of the yard: 50% of the front yard depth
Minimum Rear Yard (See Section 20.28.040)	30'	30'	30'	30'	30'

TABLE 20.28-2: FOOTNOTES

[1]Steeples and similar architectural features on places of worship are permitted up to extend up to 75' in height. The main structure must meet building height requirements for the district.

[2] In no case shall averaging be based on less than four neighboring lots for infill development. For example, in the case of a corner lot, four neighboring lots on the same block shall be used or, in the case of a lot adjacent to the corner lot, the corner lot and three neighboring lots on the same block shall be used.

TABLE 20.28-3: RESIDENTIAL ZONING DISTRICTS BULK AND YARD REGULATIONS, SINGLE-FAMILY ATTACHED (SFA), TOWNHOUSES (TH), MULTI-FAMILY (MF), AND RESIDENTIAL CARE FACILITY (RCF) USES		
BULK AND YARD REGULATIONS	**DISTRICT**	
	R-4	**R-5**
BULK REGULATIONS		
Minimum Lot Area (See Section 20.28.050)	SFA: 3,600 sf per lot	SFA: 3,600 sf per lot TH: 3,200 sf/du (inclusive of common areas) MF: 2,500sf/du RCF: Minimum of 3 acres
Minimum Lot Width	SFA: 35'	SFA: 35' TH: 20' for the front façade of each Townhouse Unit, plus at least 7.5' on either side of the collective Townhouse Structure (15 feet between Townhouse Structures) (all the units connected by party walls) MF: 60' RCF: 100'
Maximum Building Height	SFA: 35' and 3 stories	SFA: 35' and 3 stories TH: 40' and 3 stories MF: 55' and 4 stories RCF: 55' and 4 stories
Maximum impervious Surface Coverage	Interior Lot: 55% Corner Lot: 65%	Interior Lot: 55% Corner Lot: 65%
YARD REQUIREMENTS		
Minimum Front Yard (See Section 20.28.050)	SFA: 20'; or where 40% of lots on the block are improved, then the average of the front setbacks of two neighboring lots on either side[1]	SFA: 20'; or where 40% of lots on the block are improved, then the average of the front setbacks of two neighboring lots on either side[1] TH (Front-Load): 20'[1]. TH (Rear-Load): 15'[1] MF: 30'[1] RCF: 30'[1]
Minimum Interior Side Yard (See Section 20.28.050)	SFA: 0' at party wall, otherwise 5'	SFA: 0' at party wall, otherwise 5' TH (Front-Load)[2]: 0' at party wall, otherwise 7.5.' TH (Rear-Load)[2]: 0' at party wall, otherwise 7.5' MF: 15' RCF: 15'
Minimum Corner Side Yard (See Section 20.28.050)	SFA: 15'	SFA: 15' TH (Front-Load): 20' TH (Rear-Load): 20' MF: 20' RCF: 20'
Minimum Rear Yard	SFA: 20'	SFA: 20' TH (Front-Load)[2]: 30' between TH buildings, 30' to the property line of adjacent developments. TH (Rear-Load)[2]: 50' between TH buildings rear-load facing rear-load; otherwise, 20.' MF:30' RCF: 30'

TABLE 20.28-3: FOOTNOTES

[1] In no case shall averaging be based on less than four neighboring lots for infill development. For example, in the case of a corner lot, four neighboring lots on the same block shall be used or, in the case of a lot adjacent to the corner lot, the corner lot and three neighboring lots on the same block shall be used.

[2] When a required rear yard setback and an interior side yard setback overlap, the greater dimension shall prevail and only the greater setback shall apply within the overlapping area.

20.28.040 – Measurement of yards, single-family, two-family, and single-family attached.

A. Typical Yard Configurations.

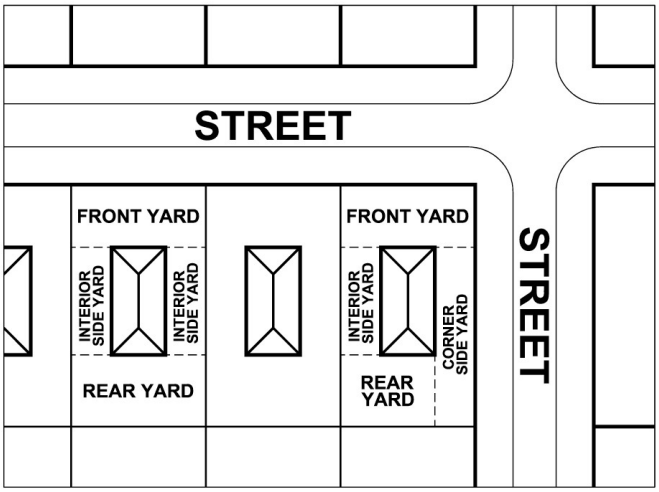
1. A front yard is measured as the required minimum distance a structure, or other improvement on a lot, must be located from a front lot line, as required by Table 20.28-2. The front yard extends the full width of the lot between side lot lines for the required minimum depth, measured perpendicular to the front lot line. (See Figure 20.28-1: Typical Yard Configurations)

2. A rear yard is measured as the required minimum distance a structure, or other improvement on a lot, must be located from a rear lot line, as required by Table 20.28-2. The rear yard extends between the side lot lines for the required minimum depth, measured perpendicular to the rear lot line. (See Figure 20.28-1)

3. An interior side yard is measured as the required minimum distance a structure, or other improvement on a lot, must be located from an interior side lot line, as required by Table 20.28-2. The interior side yard extends along an interior side lot line between the front and rear yard, for the required minimum depth, measured perpendicular to the interior side lot line. (See Figure 20.28-1)

4. A corner side yard is measured as the required minimum distance a structure, or other improvement on a lot, must be located from a corner side lot line, as required by Table 20.28-2. The corner side yard extends along the corner side lot line between the front yard and the rear lot line, for the required minimum depth, measured perpendicular to the corner side lot line. (See Figure 20.28-1)

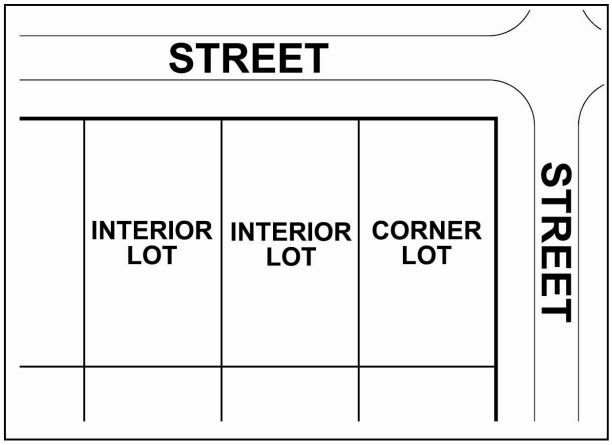
FIGURE 20.28-1: TYPICAL YARD CONFIGURATIONS



B. Reverse Corner Side Yard. To clarify the distinction between a corner lot and a reverse corner lot, and to clarify how to measure a reverse corner side yard, the following illustrations (Figures 20.28-2, 20.28-3 and 20.28-4) are provided.

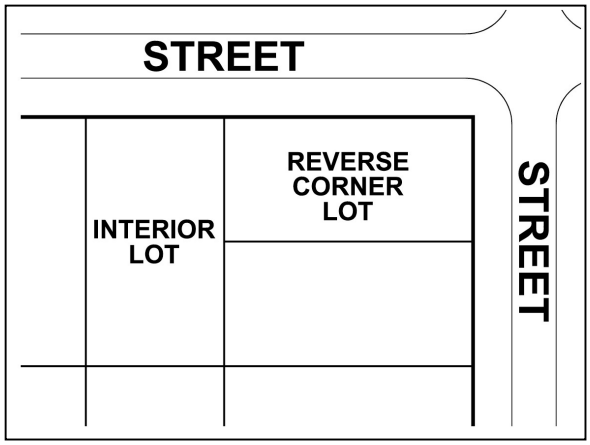
1. For reference, a typical corner lot is a lot situated at the junction of, and abutting, two (2) or more intersecting streets. See Figure 20.28-2: Corner Lot below.

FIGURE 20.28-2: CORNER LOT



2. A reverse corner lot is a corner lot where the side lot line adjoining a street is substantially a continuation of the front lot line of the first lot to its rear. See Figure 20.28-3: Reverse Corner Lot below.

FIGURE 20.28-3: REVERSE CORNER LOT



3. How to measure the reverse corner side yard of a reverse corner lot is illustrated in Figure 20.28-4: Measurement of Reverse Corner Side Yard below. The dimension of such yard is as required in Table 20.28-2: Residential Districts Bulk and Yard Regulations.

FIGURE 20.28-4: MEASUREMENT OF REVERSE CORNER SIDE YARD

FIGURE 4 – STEP 1:

On a reverse corner lot, the lot line used to determine the location of the front yard and to measure lot width shall be the shorter street frontage.

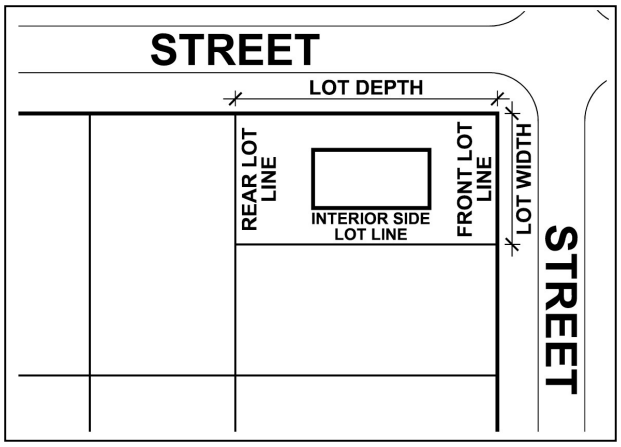
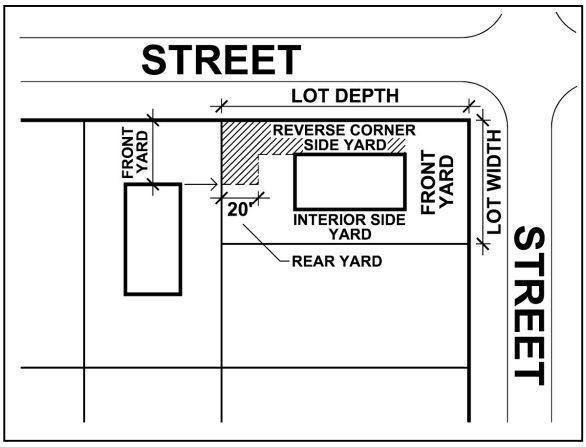


FIGURE 4 – STEP 2:

As measured from the rear lot line of the reverse corner lot, the first twenty (20) feet of the reverse corner side yard shall equal the front yard of the lot to the rear. The remainder of the reverse corner side yard shall be fifty percent (50%) of that front yard depth.



20.28.050 – Measurement of yards, single-family attached, townhouses, and multi-family.

A. Typical Yard Configurations

1. Townhouses

a. For fee simple unit lot subdivisions in townhouse developments, the bulk and yard requirements of Table 20.28-3 may be satisfied by utilizing common properties as demonstrated in Figure 20.28-5: Fee Simple Townhouse Bulk and Yard Requirements.

b. A front yard for a townhouse structure is measured as the required minimum distance a structure must be located from a front lot line, as required by Table 20.28-2. The front yard extends the full width of the lot between side lot lines for the required minimum depth, measured perpendicular to the front lot line. (See Figure 20.28-1: Typical Yard Configurations). The front yard for a townhouse structure is generally where the front doors face the public right-of-way.

c. A rear yard for a townhouse structure is measured as the required minimum distance a structure must be located from a rear lot line, as required by Table 20.28-2. The rear yard extends between the side lot lines for the required minimum depth, measured perpendicular to the rear lot line. (See Figure 20.28-1) The rear yard for a townhouse structure is generally opposite of the front doors to the unit (the back of the townhouses).

d. An interior side yard for a townhouse structure is measured as the required minimum distance a structure must be located from an interior side lot line, as required by Table 20.28-2. The interior side yard extends along an interior side lot line between the front and rear yard, for the required minimum depth, measured perpendicular to the interior side lot line. (See Figure 20.28-1) The interior side yard is generally the narrowest side of a townhouse structure that does not face a public right-of-way.

e. A corner side yard of a townhouse structure is measured as the required minimum distance a structure must be located from a corner side lot line, as required by Table 20.28-2. The corner side yard extends along the corner side lot line between the front yard and the rear lot line, for the required minimum depth, measured perpendicular to the corner side lot line. (See Figure 20.28-1). The corner side yard is generally the narrowest side of a townhouse structure that faces a public right-of-way.

FIGURE 20.28-5: FEE SIMPLE TOWNHOUSE BULK AND YARD REQUIREMENTS

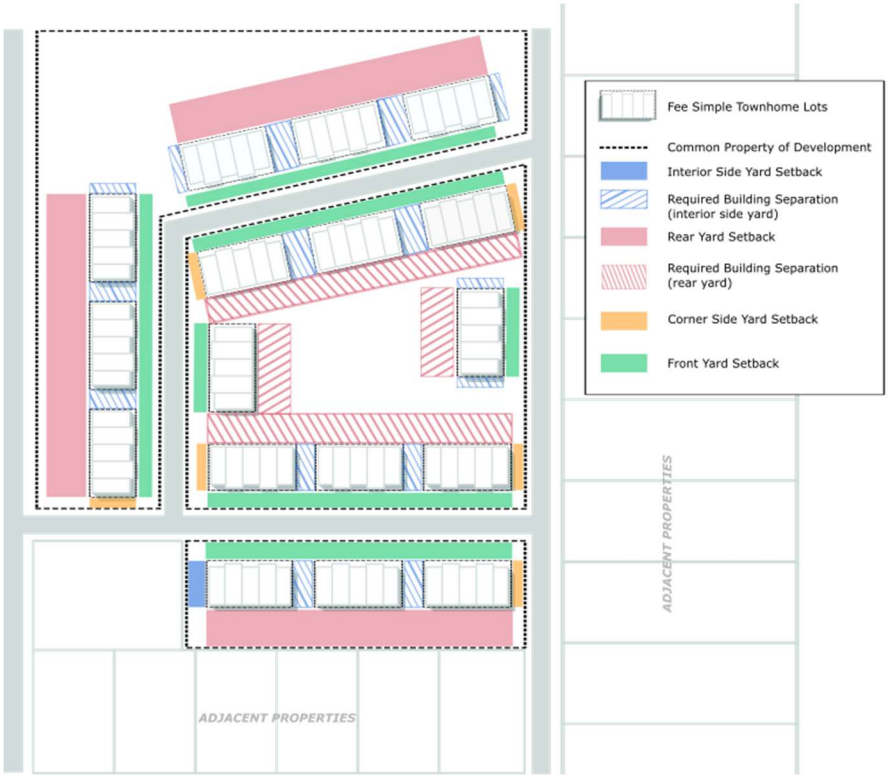
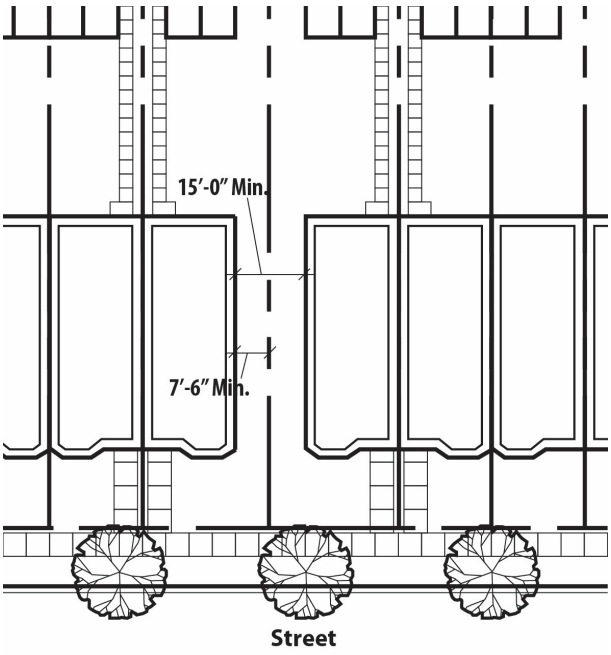


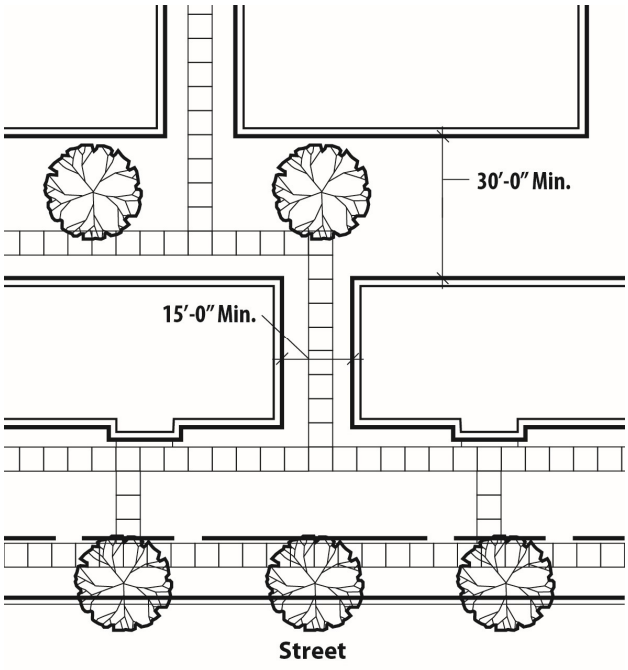
FIGURE 20.28-6: REQUIRED SEPARATION FOR TOWNHOUSES



2. Multi-Family Buildings and Residential Care Facilities.

    a. There shall be a minimum separation of fifteen (15) feet between sidewalls among rows of multi-family dwellings. Where the front or rear wall of a row of multi-family dwellings faces the front or rear wall of another multi-family dwellings, the minimum required separation between such buildings shall be a minimum of thirty (30) feet. Driveways and parking areas may be located within this minimum separation area. (See Figure 20.28-7: Required Separation)

FIGURE 20.28-7: REQUIRED SEPARATION FOR MULTI-FAMILY RESIDENTIAL AND RESIDENTIAL CARE FACILITIES



20.28.060– Design and layout requirements.

A. Dwelling, Single-Family and Two-Family. Single-Family and Two-Family dwellings shall utilize an authentic architectural style, as referenced in the Mundelein Residential Design Guidelines adopted in 2020, as may be amended from time to time.

    1. Façade Articulation.

        a. Large, flat front and side facades are prohibited. Windows or other architectural features are required to avoid the appearance of blank walls and facades facing neighboring homes and the street.

        b. Shear, multi-story walls are discouraged for front and side facades. Wall heights of one (1) to one and one-half (1½) stories are preferred facing the street and neighboring homes. Walls that face the street can be broken up with one-story front porches that define front doors and entrances.

    2. The front entry shall be the predominant feature on the front elevation of a home. The front entry should be emphasized as an integral part of the building design with features such as front porches,

raised steps and stoops, roof overhangs, columns, and decorative railings, to help create a protected entry area and enhance its appearance.

3. Roof Forms.

   a. The pitch, design, and scale of roofs shall complement surrounding dwellings. Sloping roof forms, such as gable, hip, and gambrel roofs, are preferred over mansard or flat roofs.

   b. Large monotonous, simple pitched roofs, without breaks in the expanse of the roof, should be avoided. Dormers and gables can break up large expanses of roof area. However, a simple pitched roof may be appropriate for smaller homes.

   c. Roofs should be designed with overhanging eaves or detailed gutters of 12 inches in depth, deep enough to create shadowing on the building and provide protection from certain weather events.

4. Building Additions.

   a. The scale and mass of additions should be in keeping with the original structure and should not visually overwhelm neighboring structures.

   b. Additions are encouraged to locate along the side and rear of homes. If located on the side of a home, large, flat side facades are prohibited.

   c. The pitch, design and materials used on the roof of an addition must match or complement that of the existing building.

   d. Exterior building materials and colors, as well as trim and other architectural details, must match or complement the existing building.

   e. Windows must match or complement the prevailing orientation and alignment of existing windows.

5. Columns. Where columns exist, those columns must be no less than 6”x6” square or 6” diameter circle for posts.

6. Attached Garages.

   a. Front-loaded attached garages shall not occupy more than fifty (50) percent of the width of the front façade as measured along any building line that faces the street.

   b. Windows, doors, and roof treatments of the portion of the garage facing the street shall incorporate architectural detail expressive of a residence.

B. Dwelling, Two-Family, Townhouse, Multi-Family, Places of Worship, and Residential Care Facilities. The following use standards outside of the C-5 District. Two-family, townhouse, multi-family dwellings, Places of Worship, and Residential Care Facilities in the C-5 District are regulated by the standards of Chapter 20.36. Two-family, townhouse, multi-family dwellings, Places of Worship, and Residential Care Facilities shall utilize an authentic architectural style, as referenced in the Mundelein Residential Design Guidelines adopted in 2020, as may be amended from time to time.

   1. Façades shall be designed to be viewed from multiple directions and, therefore, they must be designed with consistent materials and treatment that wraps around all façades. There shall be a unifying architectural theme for an entire multi-family or townhouse structure, utilizing a common vocabulary of architectural forms, elements, materials, and colors in the entire structure.

   2. Windows and doors shall have raised elements to create shadow and articulation. In addition, three-dimensional elements, such as balconies and bay windows, should be incorporated to

provide dimensional elements on a façade. Windows shall be set back ("punched") into or projected out from the façade to provide façade depth and shadow, vertical in orientation, and of a consistent style.

3. A site plan shall demonstrate adequate open space, safe and efficient traffic circulation, appropriate utility locations, suitable garbage collection and storage areas, and designated areas for snow storage.

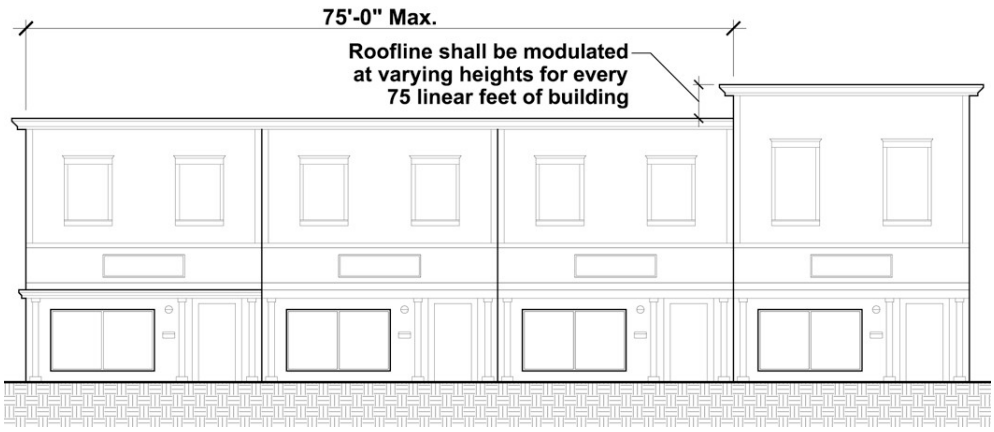
4. Roofs.

    a. All roof lines parallel to the public right-of-way or public open space must be broken up through the use of parapets, gables, cornices, canopies, overhangs, dormers, or similar architectural elements.

    b. Flat roofs (See Figure 20.28-8: Flat Roof Design).

        i. Cornices and parapets shall be used to add variety and break up the roofline. Rooflines shall be modulated through the use of varied roof heights.

FIGURE 20.28-8 FLAT ROOF DESIGN



5. Pitched roof.

    a. Large monotonous, simple pitched roofs, without breaks in the expanse of the roof, should be avoided. Dormers and gables can break up large expanses of roof area. However, a simple pitched roof may be appropriate for smaller homes. Buildings are encouraged to include design elements, such as turrets, dormers, or articulated roof elements that break up large roof areas.

    b. Gable end walls facing the public right-of-way or public open space must include a window, vent, fretwork, or other design element to add visual interest to the gable end.

    c. Pitched roofs must have a minimum 12-inch gable end ladder overhang (eave), 12-inch roof rake must be provided on all rooflines, gable ends, and edges, creating a soffit.

    d. Roofs should be designed with overhanging eaves or detailed gutters wide enough to create shadowing on the building.

    e. Mansard roofs are prohibited.

6. Large, flat facades shall be avoided, which can be accomplished by articulating the building mass to create substantial shadows and visual interest. Windows, projected entrances, and overhangs must be included on the street facing façade to add variety and maintain a pedestrian-scale. When the sidewalls of the structure face a street, building facades shall be designed with elements of a front façade, including doors and/or windows.

7. All townhouses must be designed with the front or side façade of the units facing the street Architectural emphasis should be on the living space of the units rather than garage elements.

8. Columns. Where columns exist, those columns must be no less than 6”x6” square or 6” diameter circle for posts.

9. Stairs. Exterior stairs to upper floors are prohibited along any façade that abuts a public street. Exterior stairs are permitted for façades that do not abut a public street. These stairs may provide access to units on various floors through rear patios or porches. Exterior stairs shall be constructed of masonry or metal.

20.28.070 – General standards of applicability.

A. Temporary Uses. See Section 20.52.070 (Temporary Uses) for standards governing temporary uses.

B. Accessory Structures and Uses. See Section 20.52.050 (Accessory Structures and Uses) for standards covering accessory structures and uses.

C. Site Development Standards. See Chapter 20.52 for standards governing additional on-site development standards such as exterior lighting requirements and permitted encroachments.

D. Environmental Performance Standards. See Section 20.52.080 (Environmental Performance Standards) for standards governing environmental performance standards.

E. Off-Street Parking and Loading. See Chapter 20.56 (Off-Street Parking and Loading) for standards governing off-street parking and loading.

F. Landscape and Screening. See Chapter 20.60 (Landscape and Screening) for standards governing landscape and screening.

G. Lighting. See Chapter 20.62 for additional standards governing exterior lighting in addition to other regulations in this Ordinance.

CHAPTER 20.32 - COMMERCIAL ZONING DISTRICTS

20.32.010 – Commercial zoning districts purpose statements.
20.32.020 – Permitted and special uses.
20.32.030 – Bulk and yard regulations.
20.32.040 – Commercial district design standards.
20.32.050 – General standards of applicability.

20.32.010 – Commercial zoning districts purpose statements.

A. Purpose of C-1 Neighborhood Commercial Zoning District. The C-1 Neighborhood Commercial District is intended to provide primarily for retail uses, personal service uses, and professional offices. The district is intended for application where there exists a grouping of commercial uses that are more pedestrian-oriented and where residential areas are in close proximity. The district regulations are designed to encourage compatibility with adjacent or nearby land uses.

B. Purpose of C-2 General Commercial Zoning District. The C-2 General Commercial District is intended to provide sufficient space in appropriate locations for a variety of retail uses, personal service uses, and professional offices, generally serving a wider area with a need to accommodate larger-scale, auto-oriented, commercial uses which require significant parking and are particularly located along existing commercial corridors.

C. Purpose of C-3 Heavy Commercial Zoning District. The C-3 Heavy Commercial District is intended to provide for auto-oriented heavy commercial uses. Standards for the C-3 District are designed to maintain and enhance the appearance of these areas, and to provide adequate buffering between any residential and lower-intensity commercial properties located adjacent to the district.

D. Purpose of C-4 Shopping Center Zoning District. The purpose of the C-4 Shopping Center District is to preserve and provide for commercial uses located within a shopping center environment that serve both residents and the surrounding areas. The C-4 District provides for shopping center development that generates a sizeable amount of traffic and a significant demand for off-street parking.

20.32.020 – Permitted and special uses.

Table 20.32-1: Commercial Zoning Districts Permitted and Special Uses lists permitted and special uses for the commercial districts. A "P" indicates that a use is permitted within that district. An "S" indicates that a use is a special use in that district and must obtain special use approval as required in Section 20.16.040 (Special Use). No letter (i.e., a blank space), or the absence of the use from the table, indicates that use is not allowed within that district.

TABLE 20.32-1: COMMERCIAL DISTRICTS PERMITTED & SPECIAL USES

USE[1]	DISTRICT				USE STANDARDS
	C-1	C-2	C-3	C-4	
RESIDENTIAL					
Dwelling, Above the Ground Floor	P	P	S	P	
Dwelling, Multi-Family				S	Section 20.28.060(2)
Dwelling, Townhouse				S	Section 20.28.060(2)
Residential Care Facility				S	Section 20.48.040(LL)
INSTITUTIONAL					
Assembly Hall	P	P	P	P	
Cultural Facility	P	P	P	P	Section 20.48.040(O)
Educational Facilities, Vocational School		S	S	S	Section 20.48.040(T)
Government Facilities	P	P	P	P	
Place of Worship	S	S	S	S	Section 20.48.040(GG)
COMMERCIAL					
Adult-Use Cannabis Dispensing Organization		P		P	Section 20.48.040(D)
Animal Hospital	S	P	P	P	
Art Gallery	P	P	P	P	
Arts Studio	P	P	P	P	
Banquet Facility		S	S	S	Section 20.48.040(I)
Car Wash, Automated		S	S	S	Section 20.48.040(J)
Car Wash, Hand		S	S	S	Section 20.48.040(J)
Currency Exchange	P	P	P	P	Section 20.48.040(P)
Day Care Center, Adult or Child	P	P	P	P	Section 20.48.040(Q)
Drive-Through Facility	S	P	P	P	Section 20.48.040(S)
Financial Institution	P	P	P	P	
Funeral Home	S	P	P		
Gas Station, Standalone		P	P	P	Section 20.48.040(V)
Gas Station with Car Wash		P	P	P	Section 20.48.040(J) and Section 20.48.040(V)
Greenhouse/Nursery		P	P	S	
Health and Fitness Center		P		P	
Heavy Retail, Rental and Service			P	S	
Homeless Shelter		S	S		
Hospital		S	S		
Hotel/Motel		S		S	
Indoor Amusement Facility		P	P	P	Section 20.48.040(H)
Live Entertainment – Indoor	P	P	P	P	Section 20.48.040(W)
Live Entertainment – Outdoor		S	S	S	Section 20.48.040(W)
Medical/Dental Clinic	P	P	P	P	
Mini-Warehouse			P		
Motor Vehicle Aftermarket Enhancements		S	S		Section 20.48.040(BB)
Motor Vehicle Dealership			S		Section 20.48.040(Z)
Motor Vehicle Rental Establishment			S		Section 20.48.040(Z)
Motor Vehicle Service and Repair, Minor		S	S		Section 20.48.040(BB)
Motor Vehicle Service and Repair, Major			S		Section 20.48.040(BB)
Office	P	P	P	P	

TABLE 20.32-1: COMMERCIAL DISTRICTS PERMITTED & SPECIAL USES					
USE[1]	DISTRICT				USE STANDARDS
	C-1	C-2	C-3	C-4	
Outdoor Amusement Facility		S	S	S	Section 20.48.040(H)
Outdoor Dining	P	P	P	P	Section 20.48.040(EE)
Outdoor Sales and Display	P[3]	P[3]	P[3]	P[3]	
Outdoor Seating	P	P	P	P	Section 20.48.040(EE)
Payday or Title Loan Agency		P	P	P	Section 20.48.040(P)
Pawn Shop		P	P		Section 20.48.040(P)
Personal Services Establishment	P	P	P	P	
Pet "Day Care" Service	S	S	S	S	Section 20.48.040(FF)
Pet Services	P	P	P	P	Section 20.48.040(W)
Restaurant	P	P	P	P	
Retail Goods Establishment	P	P	P	P	
Shooting Range			S		Section 20.48.040(MM)
Social Club or Lodge	P	P	P	P	
Smoke Shop		S	S	S	Section 20.48.040(NN)
Sports Training Facility		P	P	P	
Tattoo Parlor	P	P	P	P	
Tavern/Bar	P	P	P	P	
TRANSPORTATION					
Motor Vehicle Operations Facility			P		Section 20.48.040(AA)
Off-Street Parking Lot	S	S	S	S	Section 20.48.040(DD)
Parking Structure	S	S	S	S	Section 20.48.040(DD)
OPEN SPACE					
Park/Playground	P	P		P	
Urban Agriculture		S	S		Section 20.48.040(PP)
OTHER					
Community Center	S	S	S	S	Section 20.48.040(L)
Mural, Large	S	S	S	S	Section 20.48.040(CC)
Mural, Small	P	P	P	P	Section 20.48.040(CC)
Planned Unit Development	S	S	S	S	Chapter 20.20
Recycling Facility, Convenience Drop-Off	P	P	P	P	Section 20.48.040(HH)
Utilities, Private	S	P	P		Section 20.48.040(QQ)
Wireless Telecommunications Antenna	S, [P2]	S, [P2]	S, [P2]	S, [P2]	Section 20.48.040(SS)
Wireless Telecommunications Facility	S	S	S	S	Section 20.48.040(SS)
Wireless Telecommunications Tower	S	S	S	S	Section 20.48.040(SS)

TABLE 20.32-1: FOOTNOTES

[1] The terms in this column ("Use") are defined in Chapter 20.68 (Generic Use Definitions).

[2] Only wireless telecommunications antennas that comply with the stealth design standards of Section 20.48.040(SS) shall be considered permitted uses.

[3] Allowed only when accessory to a retail goods establishment and directly associated with the sales and merchandise offered within the principal structure.

20.32.030 – Bulk and yard regulations.

Table 20.32-2: Commercial Zoning Districts Bulk and Yard Regulations establishes bulk and yard regulations for the commercial zoning districts.

TABLE 30.32-2: COMMERCIAL DISTRICT BULK AND YARD REGULATIONS				
BULK AND YARD REGULATIONS	**DISTRICT**			
	C-1	**C-2**	**C-3**	**C-4**
BULK REGULATIONS				
Minimum Lot Area	Residential: 2,000sf/du Non-Residential: None	Residential: 2,000sf/du Non-Residential: None	Residential: 2,000sf/du Non-Residential: None	Minimum District Size: 2 acres Residential: 2,000sf/du Non-Residential: None
Minimum Lot Width	None	None	None	Minimum District Lot Width: 100 ft
Maximum Building Height[1,2]	35’	40’ and 3 stories	35’	40’ and 3 stories
Design Standards	See Section 20.32.040(A)	See Section 20.32.040(A)	See Section 20.32.040(B)	See Section 20.32.040(C)
YARD REQUIREMENTS				
Front Yard	Minimum: None	Minimum: None	Minimum: 25’	Minimum: 25’
Minimum Interior Side Yard – Abutting Non-Residential District	None	None	None	None
Minimum Interior Side Yard – Abutting Residential District	10’	10’	10’	20’
Corner Side Yard	Minimum: None	Minimum: 10’	None	Minimum: 20’
Minimum Rear Yard	10’	20’	20’	20’

TABLE 20.32-2: FOOTNOTES

[1] An appurtenance in the commercial districts may take any form but shall not exceed a square of 9 feet by 9 feet, and 10 feet in height. Steeples and similar architectural features on places of worship are permitted to extend up to 75’ in height from grade to top.

[2] Where a place of worship is located within the commercial districts, steeples, and similar architectural features on places of worship are permitted to extend up to 75’ in height from grade to top

20.32.040 – Commercial district design standards.

Development within the commercial districts shall comply with the design standards of this section.

A. C-1 and C-2 District Design Standards

1. Façade Articulation. Buildings in the C-1 and C-2 District shall comply with the following building articulation standards. (See Figure 20.32-1: Façade Articulation)

   a. Multi-story buildings shall be designed with a definable base, middle, and top. Rooflines, cornice treatments, and window designs should divide larger buildings.

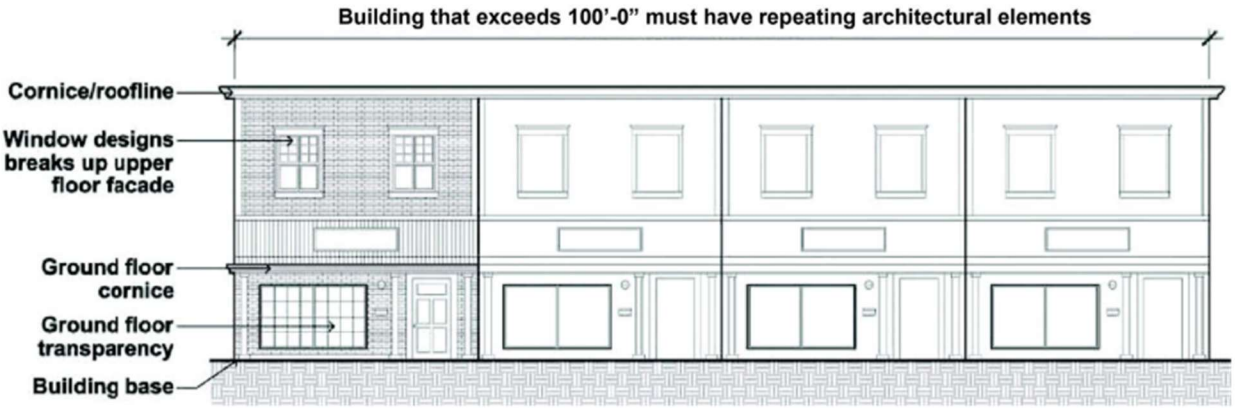
   b. When visible from the public right-of-way (excluding alleys) or for any facade abutting a residential district, façades must include architectural features to avoid the appearance of blank walls facing the street. These include, but are not limited to, changes in the depth of wall plane of at least two (2) feet, changes in wall texture or masonry patterns, windows, colonnades, columns, or pilasters. Other facades should include some architectural features to minimize the appearance of blanks walls.

   c. Building façades in excess of one hundred (100) feet must include a repeating pattern with no less than two (2) of the following elements: color change, texture change, material module change, or a wall articulation change of no less than two (2) feet such as an offset, reveal, pilaster or projecting rib.

   d. Predominant façade colors must be subtle, neutral, or earth-tone colors. Primary colors, high-intensity colors, metallic colors, fluorescent colors, and black are prohibited as predominant façade colors. Building trim and accent areas may be

brighter and include primary colors.

FIGURE 20.32-1: FAÇADE ARTICULATION



2. Fenestration. Buildings in the C-1 and C-2 District shall comply with the following fenestration standards.

    a. Windows shall be set back into or projected out from the façade to provide depth and shadow. Windows shall include visually prominent sills or other appropriate forms of framing. Awnings or shutters should be used to accentuate window openings and add interest to the design of the building.

    b. Non-residential units under 25,000 square feet on the ground floor along a public street require fifty percent (50%) transparency comprised of clear windows or doors for the façade area between two feet (2') and eight feet (8') above the average grade for all walls that front on a public street or access area, which allows views of indoor space or product display areas. Parking structures or walls of structures that are used for ground floor parking are exempt from the transparency requirements; however, decorative elements and architectural elements are required to break up the façade. Windows shall be constructed of clear or lightly tinted glass. Excessive tinting, mirrored, or reflective glass is prohibited. In-line retail is considered multiple uses with each unit counting individually towards the size requirement.

3. Roof Design. Buildings in the C-1 and C-2 District shall comply with the following roof design standards.

    a. Roof lines must either be varied with a change in height or with the incorporation of a major focal point feature, such as a dormer, gable, or projected wall feature, every one hundred (100) linear feet in building length. (See Figure 20.32-2: Example of Varied Roofline)

    b. Plain mansard roofs are prohibited.

    c. Parapet walls shall feature three-dimensional cornice treatments or other shadow-creating detail elements along their tops.

    d. "Green roof" designs are encouraged.

FIGURE 20.32-2: EXAMPLE OF VARIED ROOFLINE

4. Entrances. Buildings in the C-1 and C-2 District shall comply with the following entrance design standards.

    a. All buildings shall have a public entrance from the sidewalk along the primary street frontage. Public entrances should be articulated from the building mass.

    b. Façades that abut parking areas and contain a public entrance shall make provision for pedestrian walkways and landscape areas.

5. Building Materials.

    a. The following materials are permitted for use on exterior elevations:

        i. Clay brick.

        ii. Natural or cast stone.

        iii. Wood.

        iv. Architectural precast concrete.

    b. The following building materials are prohibited. However, such materials may be used as decorative or detail elements, or as part of the exterior construction that is not used as a surface finish material.

        i. Plain concrete block.

        ii. Corrugated metal.

        iii. Aluminum, steel, or other metal sidings.

        iv. Metal wall panels.

        v. Exposed aggregate (rough finish) concrete wall panels.

        vi. Exterior insulating finish systems (EIFS).

        vii. Plastic.

viii. Vinyl.

ix. Glass curtain walls.

x. Stucco

6. Views Corridors for Diamond Lake. When a development in the C-1 or C-2 District is located on a lot adjacent to Diamond Lake, such structure must be sited to allow views of the water from Diamond Lake Road where local east-west streets terminate at Diamond Lake Road.

B. C-3 District Design Standards.

1. Façade Articulation and Reduction of Mass and Scale. In the C-3 District, the following standards for façade articulation and reduction of mass and scale apply to all façades that face a public right-of-way (excluding alleys) or a residential district, and the façade where the building entrance is located.

a. Buildings with façades over one hundred (100) feet in length shall incorporate wall projections or recesses, or changes in wall plane a minimum of two (2) feet in depth.

b. The design of accessory buildings, such as security kiosks, maintenance buildings, and outdoor equipment enclosures, shall be incorporated into, and compatible in design concept with, the overall design of the project and the main buildings on the site.

c. Predominant façade colors shall be subtle, neutral, or earth-tone colors. Primary colors, high-intensity colors, metallic colors, fluorescent colors, and black are prohibited as predominant façade colors. Building trim and accent areas may be brighter and include primary colors.

2. Roof Design. Buildings in the C-3 District shall comply with the following roof design standards.

a. The roofline at the top of the structure shall not run in a continuous plane for more than one hundred (100) feet without offset of the roof plane. Rooflines must be “broken up” by providing articulations in the facade of buildings, change in the height of portions of roofs, or change in color, material, forms, etc.

b. Buildings shall use decorative roof elements, such as projecting cornices, to enhance roof edges and define building entrances, waiting areas, main pedestrian routes or activity areas.

c. The following roof materials are prohibited:

i. Corrugated metal (standing seam metal roofs permitted).

ii. Reflective surfaces that produce glare.

d. “Green roof” and white roof designs are encouraged.

3. Siting. Buildings in the C-3 District shall comply with the following siting standards.

    a. Public entrances and primary building elevations shall face public streets. Main entrances to the buildings shall be well defined. Service doors shall be recessed and integrated into the overall design of the building.

    b. The parking lot shall not be the dominant visual element of the site along the primary roadway. Large expansive paved areas located between the street and the building are prohibited. Smaller multiple lots separated by landscaping and buildings, or placement behind buildings, is required.

4. Building Materials.

    a. Permitted Materials. Permitted building materials for exterior use are as follows:

        i. Clay Brick.

        ii. Wood.

        iii. Natural or cast stone.

        iv. Tinted and/or textured concrete masonry units.

        v. Architectural precast concrete.

    b. Prohibited Materials. Prohibited materials for a predominant surface finish material are as follows:

        i. Plain concrete block.

        ii. EIFS panels on the ground floor; EIFS panels discouraged on upper floors.

        iii. Vinyl.

        iv. Corrugated Metal.

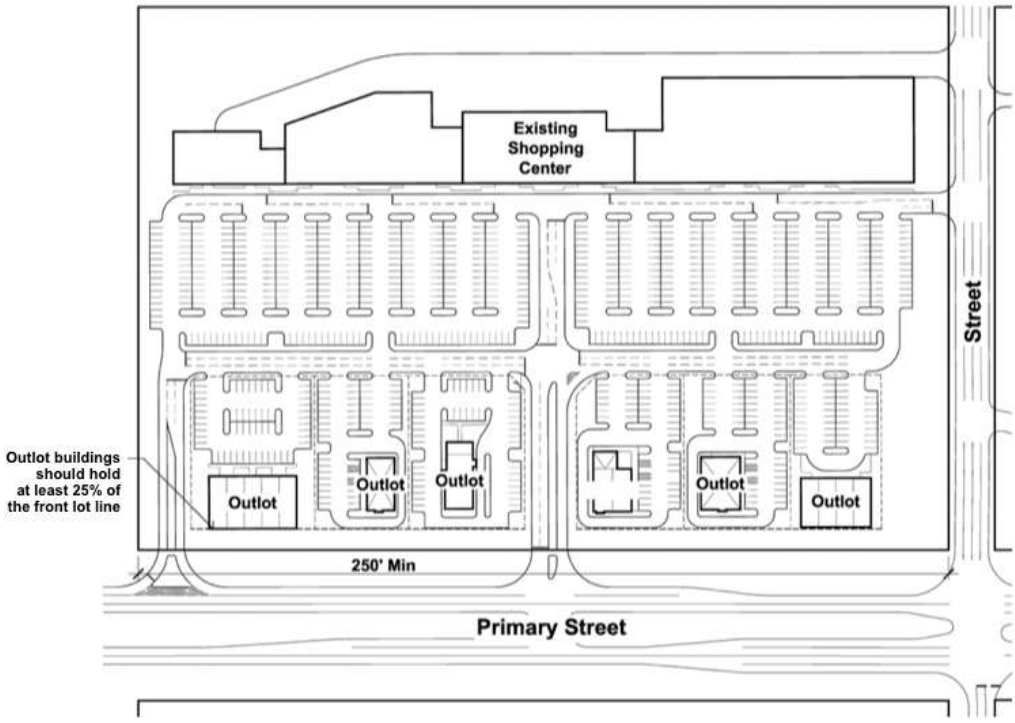
        v. Stucco

C. C-4 District Design Standards

1. Siting. Buildings in the C-4 District shall comply with the following siting standards.

    a. When a shopping center is situated behind a large parking lot, create a street presence for the shopping center by locating part of the center or an outlot building, near the lot line, at the primary street corner or the shopping center entrance. When the center's frontage on the primary street exceeds two-hundred fifty (250) feet in width, outlot buildings should hold at least twenty-five percent (25%) of the front lot line. (See Figure 20.32-3: Building Siting)

FIGURE 20.32-3: BUILDING SITING



b. If outlot buildings are part of a large retail development, outlot buildings must define the street frontage by placement near the street with showcase windows and entrances oriented toward the street, as well as to the interior parking lot.

c. The primary facade of the building shall be oriented toward the street with entrances facing or clearly visible from the primary street. Main entrances to the buildings must be well defined.

d. The site shall be designed so that there is safe pedestrian access to the center and safe pedestrian circulation within the development.

e. A cohesive shopping center character shall be required through the use of coordinated hardscape treatment (special paving materials, lighting, street furniture) and landscaping.

2. Façade Articulation and Building Design. Buildings in the C-4 District shall comply with the following fenestration and building design standards.

a. Building facades visible from the public right-of-way (excluding alleys) or when abutting a residential district shall have with unique design elements that break down their scale. Blank walls are only acceptable on rear or side elevations not visible from the public right-of-way (excluding alleys) or when abutting a residential district. Structural bays should be twenty (20) feet in width and articulated by columns or pilasters that project at least three (3) inches from the wall face.

b. Predominant façade colors must be subtle, neutral, or earth-tone colors. Primary colors, high-intensity colors, metallic or fluorescent colors, and black are prohibited as predominant façade colors. Building trim and accent areas may be brighter and include primary colors.

c. Outlot buildings are encouraged to be designed to reflect the architectural style of the main building(s).

d. Non-residential units under 25,000 square feet on the ground floor along a public street require fifty percent (50%) transparency comprised of clear windows or doors for the façade area between two feet (2') and eight feet (8') above the average grade for all walls that front on a public street or access area, which allows views of indoor space or product display areas. Parking structures or walls of structures that are used for ground floor parking are exempt from the transparency requirements; however, decorative elements and architectural elements are required to break up the façade. Windows shall be constructed of clear or lightly tinted glass. Excessive tinting, mirrored glass, or reflective glass is prohibited. In-line retail is considered multiple uses with each unit counting individually towards the size requirement.

3. Roof Design. Buildings in the C-4 District shall comply with the following roof design standards.

   a. The roofline at the top of the structure must not run in a continuous plane for more than one hundred (100) feet without offset of the roof plane. Rooflines must be "broken up" by providing articulations in the facade of buildings, change in the height of portions of roofs, or change in color, material, forms, etc.

   b. Buildings should use decorative roof elements, such as projecting cornices, to enhance roof edges and define building entrances, waiting areas, transit stops, main pedestrian routes or activity areas.

   c. Plain mansard roofs are prohibited.

   d. "Green roof" designs are encouraged.

4. Building Materials

   a. The following materials are permitted for use on exterior elevations visible from the public right-of-way (excluding alleys) and from abutting residential districts:

      i. Clay brick.

      ii. Natural or cast stone.

      iii. Wood.

      iv. Architectural precast concrete.

   b. The following building materials are prohibited. However, such materials may be used as part of decorative or detail elements, or on facades that are not visible from the public right-of-way (excluding alleys) or abutting residential districts.

      i. Plain concrete block.

      ii. Corrugated Metal.

      iii. Aluminum, steel, or other metal sidings.

      iv. Metal wall panels.

      v. Exposed aggregate (rough finish) concrete wall panels.

vi. Exterior insulating finish systems (EIFS) on the first floor.

vii. Vinyl.

viii. Plastic.

ix. Glass curtain walls.

x. Stucco.

20.32.050 – General standards of applicability.

A. Temporary Uses. See Section 20.52.070 (Temporary Uses) for standards governing temporary uses.

B. Accessory Structures and Uses. See Section 20.52.050 (Accessory Structures and Uses) for standards covering accessory structures and uses.

C. Site Development Standards. See Chapter 20.52 for standards governing additional on-site development standards such as exterior lighting requirements and permitted encroachments.

D. Environmental Performance Standards. See Section 20.52.080 (Environmental Performance Standards) for standards governing environmental performance standards.

E. Off-Street Parking and Loading. See Chapter 20.56 (Off-Street Parking and Loading) for standards governing off-street parking and loading.

F. Landscape and Screening. See Chapter 20.60 (Landscape and Screening) for standards governing landscape and screening.

G. Lighting. See Chapter 20.62 for additional standards governing exterior lighting in addition to other regulations in this Ordinance.

CHAPTER 20.36 - DOWNTOWN ZONING DISTRICT

20.36.010 – C-5 district purpose statements.
20.36.020 – C-5 district permitted and special uses.
20.36.030 – C-5 district permitted project types.
20.36.040 – C-5 district project type bulk and yard regulations.
20.36.050 – C-5 district design standards.
20.36.060 – C-5 district use standards.
20.36.070 – C-5 district on-site development standards.
20.36.080 – C-5 district accessory structures.
20.36.090 – C-5 district temporary uses and structures.
20.36.100 – C-5 district parking and off-street loading.
20.36.110 – C-5 district landscaping standards.
20.36.120 – C-5 district nonconformities.

20.36.010 – C-5 district purpose statements.

Mundelein's Downtown and its entry corridors vary in terms of desired uses, building intensity, scale, and character. To maintain this character, the Village establishes the C-5 Downtown Zoning District with four (4) subdistricts: C-5-VC Village Center Subdistrict, C-5-MU Mixed-Use Subdistrict, C-5-C Corridor Subdistrict and C-5-R Residential Subdistrict. A Flexible Form-Based Overlay District to allow for daytime population and active businesses is included. The boundaries of these subdistricts are identified in Figure 20.36-1: C-5 Subdistrict Map. The purpose of each subdistrict is described as follows:

A. Purpose of C-5-VC Village Center Subdistrict. The C-5-VC Village Center Subdistrict is intended to facilitate the development envisioned in the Village of Mundelein's Master Redevelopment Implementation Plan and Downtown North Implementation Plan. Subdistrict regulations focus on creating a vibrant, mixed-use district within the center of Downtown that is pedestrian- and transit-oriented in nature, focused on a public square.

B. Purpose of C-5-MU Mixed-Use Subdistrict. The C-5-MU Mixed-Use Subdistrict is intended to facilitate development oriented to the commuter rail station. Subdistrict regulations focus on the appropriate mix of uses, building scale, and design to create an active, attractive, transit-oriented district that provides a variety of commuting options for entertainment, attractions, commercial, office, urban public space, and residential uses.

C. Purpose of C-5-C Corridor Subdistrict. The C-5-C Corridor Subdistrict is intended to accommodate auto-accessible uses while improving the character of downtown's entryways. Subdistrict regulations focus on creating development that enhances pedestrian links throughout the downtown area and properly manages parking capacity, location, and access.

D. Purpose of C-5-R Residential Subdistrict. The C-5-R Residential Subdistrict is intended to accommodate suitable residential development for the Downtown and create appropriate transitions to the surrounding residential neighborhoods. Subdistrict regulations focus on building scale and density to maximize the benefit of the adjacent transit station and mixed-use district, while creating compatibility with adjacent neighborhoods through required buffers and appropriate building types.

E. Purpose of Micro Industrial Overlay District. Facilitate conversion of small spaces into makers' spaces, advanced technology research labs, small scale fabricators, and other similar uses and provide zoning parameters to allow these uses, with conditions, into urban settings. These uses should be cautiously introduced to certain sites that would benefit from adaptive reuse that has the potential for a mix of micro industrial and applied arts businesses, training, and performances

in order to encourage entrepreneurship, collaboration, adaptive reuse, and economic vibrancy. The overlay is limited to C-5-C and C-5-MU.

FIGURE 20.36-1: C-5 SUBDISTRICT MAP

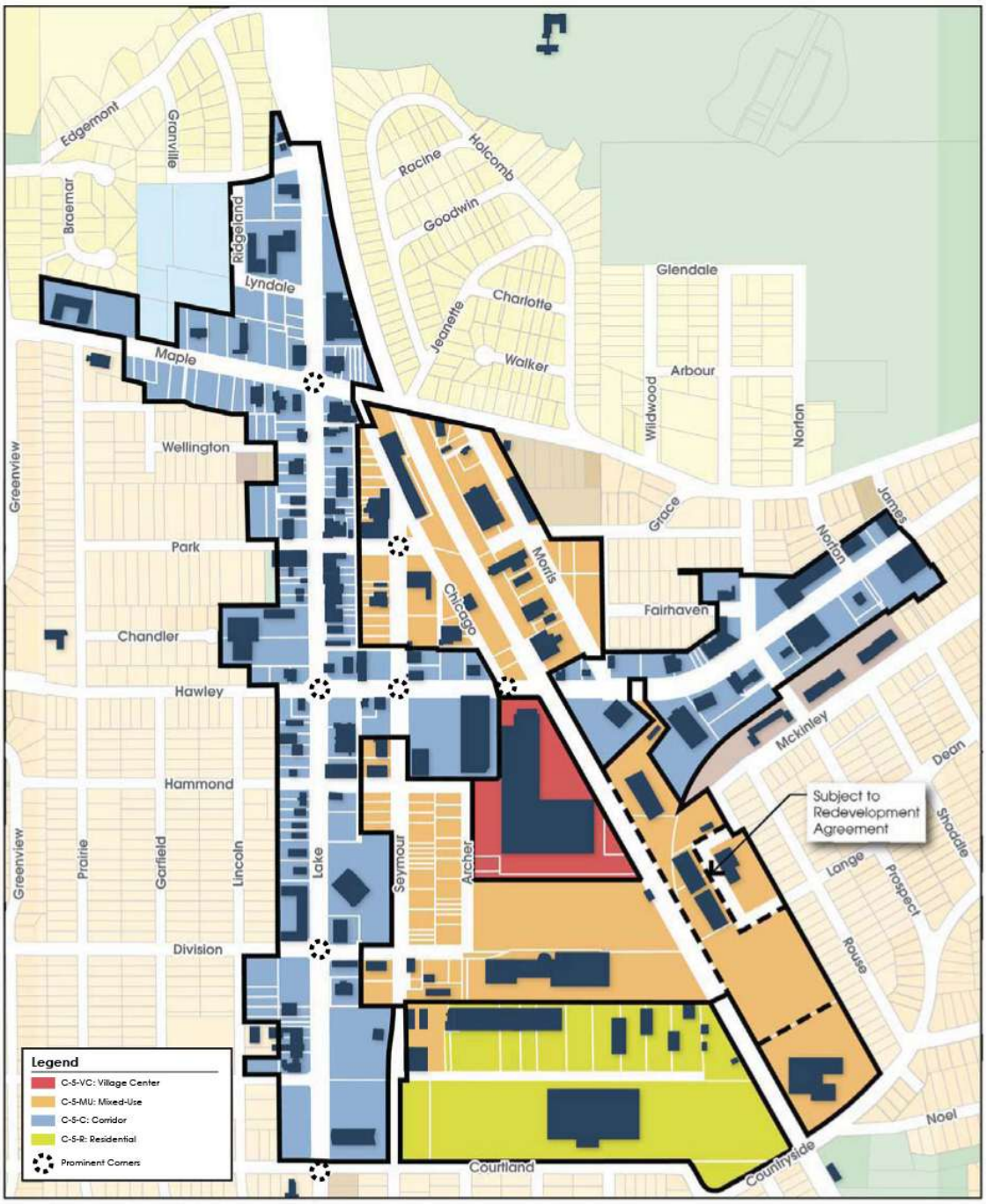


Figure 20.36-1: C-5 Subdistrict Map

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20.36.020 – C-5 district permitted and special uses.

Table 20.36-1: C-5 District Permitted and Special Uses lists permitted and special uses for the downtown districts. A "P" indicates that a use is permitted within that district. An "S" indicates that a use is a special use in that district and must obtain a special use approval as required in Section 20.16.040 (Special Use). No letter (i.e., a blank space), or the absence of the use from the table, indicates that use is not allowed within that district.

TABLE 20.36-1: C-5 DISTRICT PERMITTED & SPECIAL USES

USE[1]	DISTRICT				USE STANDARDS
	C-5-VC	C-5-MU	C-5-R	C-5-C	
RESIDENTIAL					
Community Residence		S		S	Section 20.36.060(C)(6)
Dwelling, Single Family		P	P		
Dwelling, Townhouse	S	P	P	P	
Dwelling, Two-Family		P	P		
Dwelling, Single-Family Attached		P	P		
Dwelling, Stacked Flat	S	P	P	P	
Dwelling, Multi-Family	P	P	P	P	
Dwelling, Accessory to Non-residential	P	P	S	P	
Residential Care Facility		P	P	S	Section 20.36.060(C)(23)
INSTITUTIONAL					
Assembly Hall	S	S		S	
Cultural Facility	P	P		P	Section 20.36.060(C)(7)
Educational Facilities, College/University	P	P		P	Section 20.36.060(C)(12)
Educational Facilities, Vocational School	P	P		P	Section 20.36.060(C)(12)
Government Facilities	P	P		P	
Place of Worship	S	S	S	S	Section 20.36.060(C)(22)
COMMERCIAL					
Art Gallery	P	P		P	
Arts Studio	P	P		P	
Animal Hospital	P	P		P	
Banquet Facility	S	S		S	Section 20.36.060(C)(3)
Car-Sharing	S	P		P	
Currency Exchange		P		P	Section 20.36.060(C)(8)
Day Care Center, Adult or Child	P	P		P	Section 20.36.060(C)(9)
Day Care Home, Adult or Child		P	P	P	Section 20.36.060(C)(10)
Drive-Through Facility				S	Section 20.36.060(C)(11)
Financial Institution	P	P		P	
Funeral Home		S		S	
Gas Station, Standalone				P	Section 20.36.060(C)(13)
Health and Fitness Center		P		P	
Hotel/Motel	S	S		S	
Indoor Amusement Facility	P	P		P	Section 20.36.060(C)(1)
Live Entertainment – Indoor	P	P		P	Section 20.36.060(C)(14)
Live Entertainment – Outdoor	P	P		P	Section 20.36.060(C)(14)
Medical/Dental Clinic	P	P		P	
Motor Vehicle Dealership				S	Section 20.36.060(C)(15)
Motor Vehicle Rental Establishment	P	P		P	Section 20.36.060(C)(16)
Office	P	P		P	
Outdoor Amusement Facility	S	S		S	Section 20.36.060(C)(1)
Outdoor Dining Area	P	P		P	Section 20.36.060(C)(19)
Outdoor Sales and Display	P[4]	P[4]		P[4]	

TABLE 20.36-1: C-5 DISTRICT PERMITTED & SPECIAL USES					
USE[1]	DISTRICT				USE STANDARDS
	C-5-VC	C-5-MU	C-5-R	C-5-C	
Outdoor Seating Area	P	P	P	P	Section 20.36.060(C)(20)
Payday or Title Loan Agency		S		S	Section 20.36.060(C)(8)
Personal Services Establishment	P	P		P	
Pet "Day Care" Service		S		S	Section 20.36.060(C)(21)
Pet Services		P		P	Section 20.36.060(C)(21)
Restaurant	P	P		P	
Retail Goods Establishment	P	P		P	
Smoke Shop		P		P	Section 20.36.060(C)(24)
Social Club or Lodge		P		P	
Tavern/Bar	P	P		P	
Tattoo Parlor	P	P		P	
INDUSTRIAL					
Artisanal Fabricator		OD-MI S		OD-MI S	Section 20.36.060(C)(2)
Micro Industrial		OD-MI S		OD-MI S	Section 20.36.060(C)(2)
Research and Development Facility	P	P		P	
TRANSPORTATION					
Off-Street Parking Lot	S	S		S	Section 20.36.060(C)(18)
Parking Structure	S	S		S	Section 20.36.060(C)(18)
OPEN SPACE					
Parks/Playgrounds	P	P	P	P	
OTHER					
Arts & Business Center		OD-MI S		OD-MI S	Section 20.36.060(C)(2)
Community Center	S	S	S	S	Section 20.36.060(C)(5)
Mural, Large	S	S		S	Section 20.36.060(C)(17)
Mural, Small	P	P		P	Section 20.36.060(C)(17)
Planned Unit Development	S	S	S	S	Chapter 20.20
Recycling Facility, Convenience Drop-Off	P	P		P	
Utilities, Private	S	S	S	S	Section 20.36.060(C)(25)
Wireless Telecommunications Antenna[3]	S, P[2]	S, P[2]	S, P[2]	S, P[2]	Section 20.36.060(C)(26)
Wireless Telecommunications Facility[3]	S	S	S	S	Section 20.36.060(C)(26)
Wireless Telecommunications Tower[3]	S	S	S	S	Section 20.36.060(C)(26)

TABLE 20.36-1: FOOTNOTES

[1] The terms in this column ("Use") are defined in Chapter 20.68 (Generic Use Definitions).

[2] Only wireless telecommunications antennas that comply with the stealth design standards.

[3] NOTE: Notwithstanding any provisions of this code to the contrary, pursuant to Illinois Public Act 100-0585, The Small Wireless Facilities Deployment Act, effective June 1, 2018, small wireless facilities shall be classified as permitted uses if they are collocated in rights-of-way in any zone or outside of rights-of-way in property zoned exclusively for commercial or industrial use. By state law, such uses shall not be subject to zoning review or approval. The regulation for such facilities is now contained in the Municipal Code at Section 14.43.250 – Small Wireless Facilities. All other qualifying facilities continue to be subject other the code provisions in this Ordinance.

[4] Allowed only when accessory to a retail goods establishment and directly associated with the sales and merchandise offered within the principal structure.

A. Application of the Districts.

1. The Micro Industrial Overlay District that, when applied, is in addition to and shall overlay the existing base zoning district where the Overlay District is established, so that any parcel of land lying in a Micro Industrial Overlay District (OD-MI) shall also lie in one or more of the other zoning districts provided for in this Code.

2. The Zoning Code provisions of the underlying district(s) shall apply within the Overlay District for permitted and conditional uses enumerated in the underlying district, except where specifically modified or supplemented by provisions of the overlay district.

3. Except as modified by the overlay zoning district, the provisions of the applicable base-zoning district shall apply to all development within the boundary of the designated area. If regulations conflict, the applicable overlay zoning district regulations shall prevail.

B. A Micro Industrial Overlay District shall be established in accordance with the required procedures for a Zoning Amendment and, if applicable, Special Use pursuant to Chapter 20.16 and shall be applied in conjunction with base zoning districts. The boundaries of the Micro Industrial Overlay District shall be indicated on the Official Zoning Map and the district designation of OD-MI, as appropriate, shall be superimposed over the existing zoning designations on the Zoning Map.

20.36.030 – C-5 district permitted project types.

A. Establishment of Project Types.

The C-5 District regulates each subdistrict by permitted project types. The project types are defined as follows:

4. Non-Residential Building. A structure containing non-residential uses that generally provides for retail, restaurant, service, institutional, or office uses.

FIGURE 20.36-2: NON-RESIDENTIAL BUILDING

5. Mixed-Use Building. A structure that accommodates a full range of uses, including both residential and non-residential uses. A mixed-use building may also be devoted to a single category of land use type, such as all non-residential uses.

FIGURE 20.36-3: MIXED-USE BUILDING

6. Multi-Family Building. A structure that contains four (4) or more dwelling units and no non-residential uses.

FIGURE 20.36-4: MULTI-FAMILY BUILDING

7. Stacked Flat Building. A residential structure with two (2) to three (3) dwelling units contained within one (1) structure where units are vertically stacked and accessed by a shared entryway. A minimum of three (3) attached stacked flat buildings defines a stacked flat cluster.

FIGURE 20.36-5: STACKED FLAT BUILDING

8. Townhouse. A residential structure with three (3) or more individual dwelling units that are attached by party wall, each with a separate entryway.

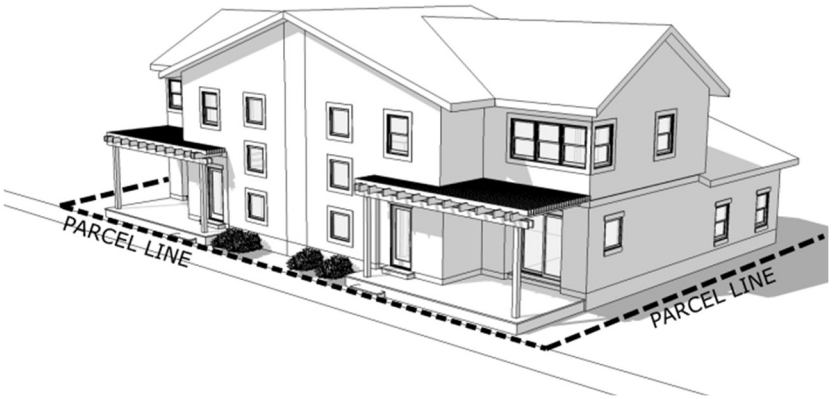
FIGURE 20.36-6: TOWNHOUSE BUILDING

9. Single-Family Dwelling. A residential structure with one (1) dwelling unit with no other residential structures attached.

FIGURE 20.36-7: SINGLE-FAMILY DWELLING

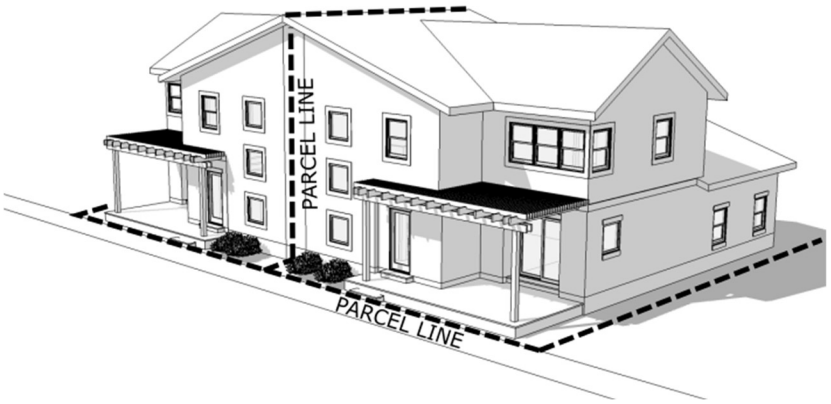
10. Two-Family Dwelling. A residential structure on a single zoning lot that has separate living quarters for two (2) families.

FIGURE 20.36-8: TWO-FAMILY DWELLING



11. Single-Family Attached Dwelling. Two (2) residential structures attached by a party wall, each with a separate entryway, each unit on its own lot.

FIGURE 20.36-9: SINGLE-FAMILY ATTACHED DWELLING



20.36.040 – C-5 district project type bulk and yard regulations.

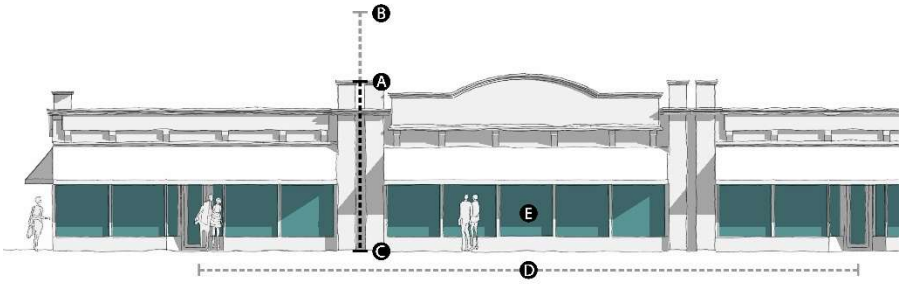
Each project type identified above has individual development regulations as described below. All project types must also comply with the standards of Sections 20.36.050 (C-5 District Design Standards), 20.36.060 (C-5 District Use Standards), 20.36.070 (C-5 District On-Site Development Standards), 20.36.080 (Accessory Structures and Uses), 20.36.090 (C-5 District Temporary Uses and Structures), 20.36.100 (C-5 District Parking and Off-Street Loading) and 20.36.120 (C-5 District Landscaping Standards).

A. Non-Residential Buildings

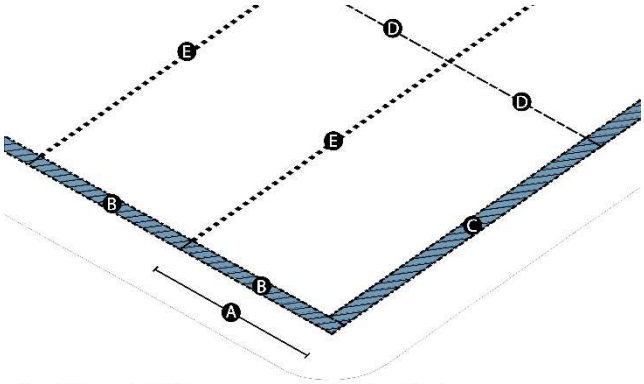
Table 20.36-2: Non-Residential Building Bulk and Yard Regulations includes bulk and yard regulations for the non-residential building project type. See Figure 20.36-10: Non-Residential Building for illustration of regulations.

TABLE 20.36-2: NON-RESIDENTIAL BUILDING BULK AND YARD REGULATIONS			
BULK AND YARD REGULATIONS	**C-5 SUBDISTRICTS**		
	C-5-MU	**C-5-C**	**C-5-VC**
Bulk Regulations			
Minimum Lot Width	25’	25’	25’
Maximum Impervious Surface Coverage	None – adhere to LCWDO & LCSMC	None – adhere to LCWDO & LCSMC	None – adhere to LCWDO & LCSMC
Minimum Building Height	16’	16’	25’
Maximum Building Height	55’ (4 stories) or 75’ (5 stories) with ground floor interior parking and upper story setbacks	55’ (4 stories) or 75’ (5 stories) with ground floor interior parking and upper story setbacks	80’ (6 stories) with no upper story setback, 100’ (8 stories) with upper story setback’
Upper Story Setback on Public ROW Elevation	Minimum 3’ upper story setback for a combination of at least 1/3 of the façade wall, for buildings greater than 4 stories.	Minimum 3’ upper story setback for a combination of at least 1/3 of the façade wall, for buildings greater than 4 stories.	Minimum 3’ upper story setback for a combination of at least 1/3 of the façade wall, for buildings greater than 4 stories.
Maximum Finished Ground Floor Elevation (Measured from Sidewalk)	6”	6”	6”
Minimum Required Building Entry Spacing	1 entry or window every 75’, in unless waived by the Zoning Administrator due to scale and proportion	1 entry or window every 75’, in unless waived by the Zoning Administrator due to scale and proportion	1 entry or window every 75’, in unless waived by the Zoning Administrator due to scale and proportion
Required Ground Floor Transparency	50%	50%	50%
Yard Requirements			
Front Yard	Build-To Zone of 0’ to a maximum of 5’, except where public amenities, outdoor dining, art features, or other hardscape/landscape elements are installed then only at least 60% of the façade per street frontage must adhere to the Build-to-Zone	Build-To Zone of 0’ to a maximum of 10’, except where public amenities, outdoor dining, art features, or other hardscape/landscape elements are installed then only at least 60% of the façade per street frontage must adhere to the Build-to-Zone	Build-To Zone of 0’ to a maximum of 5’, except where public amenities, outdoor dining, art features, or other hardscape/landscape elements are installed then only at least 60% of the façade per street frontage must adhere to the Build-to-Zone
Interior Side Yard	0’ Build-To-Line, except: - Access is needed for parking areas - 5’ maximum yard permitted when interior side lot line abuts an alley; - 10’ maximum yard when pedestrian accessway provided at interior side façade with a minimum of 10’ between adjacent façades required; or - Outdoor dining area or hardscaped patio area is to be constructed in the side yard	0’ Build-To-Line, except: - Access is needed for parking areas - 5’ maximum yard permitted when interior side lot line abuts an alley; - 10’ maximum yard when pedestrian accessway provided at interior side façade with a minimum of 10’ between adjacent façades required; or - Outdoor dining area or hardscaped patio area is to be constructed in the side yard	0’ Build-To-Line, except: - Access is needed for parking areas - 5’ maximum yard permitted when interior side lot line abuts an alley; - 10’ maximum yard when pedestrian accessway provided at interior side façade with a minimum of 10’ between adjacent façades required; or - Outdoor dining area or hardscaped patio area is to be constructed in the side yard
Corner Side Yard	Build-To Zone of 0’ to a maximum of 5’, except where public amenities, outdoor dining, art features, or other hardscape/landscape elements are installed then only at least 60% of the façade per street frontage must adhere to the Build-to-Zone	Build-To Zone of 0’ to a maximum of 5’, except where public amenities, outdoor dining, art features, or other hardscape/landscape elements are installed then only at least 60% of the façade per street frontage must adhere to the Build-to-Zone	Build-To Zone of 0’ to a maximum of 5’, except where public amenities, outdoor dining, art features, or other hardscape/ landscape elements are installed then only at least 60% of the façade per street frontage must adhere to the Build-to-Zone
Rear Yard	None required unless abutting a residential district outside of the C-5 Zoning District, then 20’	None required unless abutting a residential district outside of the C-5 Zoning District, then 20’	None required unless abutting a residential district outside of the C-5 Zoning District, then 20’

FIGURE 20.36-10: NON-RESIDENTIAL BUILDING



A - Minimum Building Height
B - Maximum Building Height
C - Maximum Finished Floor Elevation
D - Minimum Required Building Entry Spacing
E - Required Ground Floor Transparency



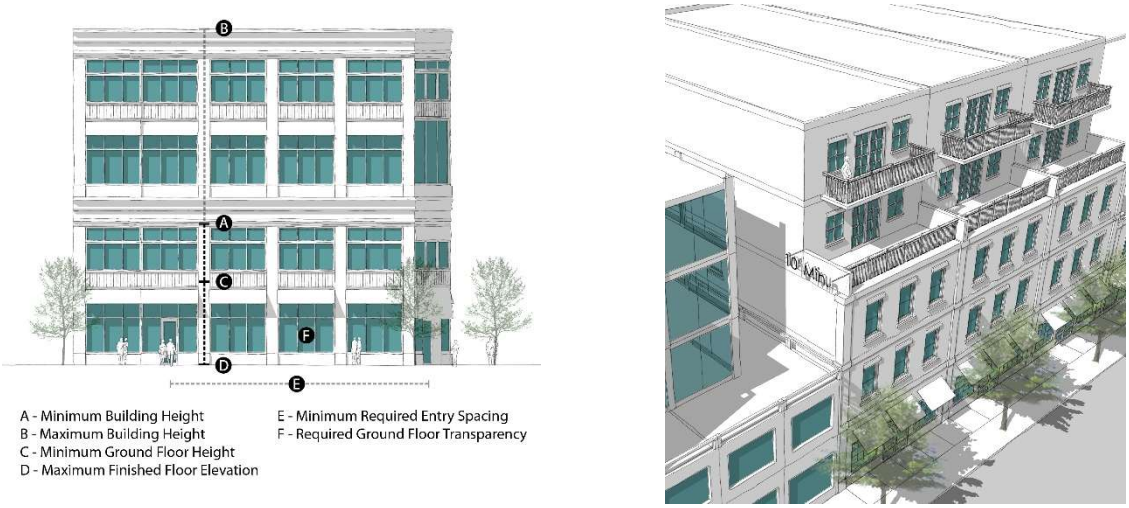
A - Minimum Lot Width
B - Front Yard Build-to Zone
C - Corner Side Yard Build-to Zone
D - Rear Yard
E - Interior Side Yard

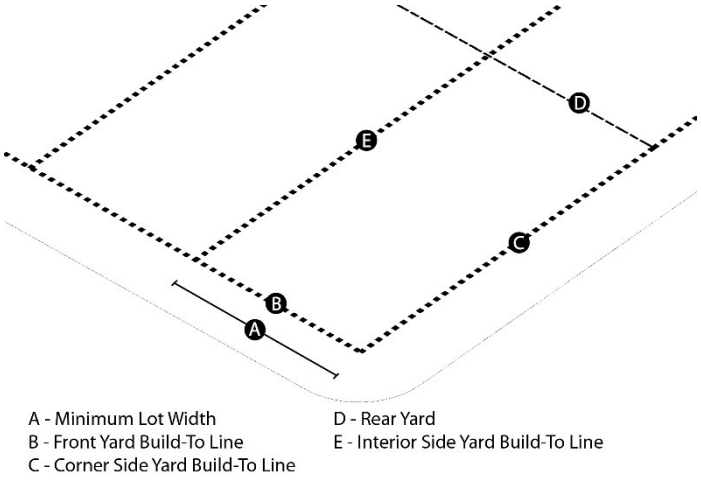
B. Mixed-Use Buildings.

Table 20.36-3: Mixed-Use Building Bulk and Yard Regulations includes bulk and yard regulations for the mixed-use building project type. See Figure 20.36-11: Mixed-Use Building for illustration of regulations.

TABLE 20.36-3: MIXED-USE BUILDING BULK AND YARD REGULATIONS			
BULK AND YARD REGULATIONS	**C-5 SUBDISTRICTS**		
	C-5-VC	**C-5-MU**	**C-5-C**
Bulk Regulations			
Minimum Lot Width	50’	25’	25’
Maximum Impervious Surface Coverage	None – adhere to LCWDO & LCSMC	None – adhere to LCWDO & LCSMC	None – adhere to LCWDO & LCSMC
Minimum Building Height	25’ and 2 stories	25’ and 2 stories	25’ and 2 stories
Maximum Building Height	76’ (6 stories) with no upper story setback, 100’ (8 stories) with upper story setback	55’ (4 stories) or 80’ (7 stories) with upper story setbacks	55’ (4 stories) or 75’ (5 stories) with upper story setbacks
Minimum Ground Floor Height	16’	16’	16’
Upper Story Setback on Public ROW Elevation	Minimum 3’ upper story setback for a combination of at least 1/3 of the façade wall, for buildings greater than 4 stories.	Minimum 3’ upper story setback for a combination of at least 1/3 of the façade wall, for buildings greater than 4 stories.	Minimum 3’ upper story setback for a combination of at least 1/3 of the façade wall, for buildings greater than 4 stories.
Maximum Finished Ground Floor Elevation (Measured from Sidewalk)	6”	6”	6”
Minimum Required Building Entry Spacing	1 entry or window every 75’	1 entry or window every 75’	1 entry or window every 75’
Required Ground Floor Transparency	50% - Required on all facades abutting a street and facades facing the public square and public roadways 30% - Required on facades facing the Metra rail corridor	50% on all facades abutting a street	50% on all facades abutting a street
Yard Requirements			
Front Yard	Build-To Zone of 0’ to a maximum of 5’ unless a required Build-To Line of 0’ is required by the regulating plan of the Master Redevelopment Implementation Plan	Build-To Zone of 0’ to a maximum of 5’. Where public amenities, outdoor dining, art features, or other hardscape/landscape elements are installed then only at least 60% of the façade per street frontage must adhere to the Build-to-Zone	Build-To Zone of 0’ to a maximum of 10’. Where public amenities, outdoor dining, art features, or other hardscape/landscape elements are installed then only at least 60% of the façade per street frontage must adhere to the Build-to-Zone
Interior Side Yard	0’ Build-To-Line, except 10’ maximum yard when pedestrian accessway provided at interior side façade with a minimum of 10’ between adjacent façades required (Additional exception for parking as provided in 20.36.100(A)(1)(h)).	0’ Build-To-Line, except: 5’ maximum yard permitted when interior lot line adjacent to alley; or 10’ maximum yard when pedestrian accessway provided at interior side façade with a minimum of 10’ between adjacent façades required (Additional exception for parking in 20.36.100(A)(1)(h))	0’ Build-To-Line, except: 10’ maximum yard permitted when interior lot line adjacent to alley; or 10’ maximum yard when pedestrian accessway provided at interior side façade with a minimum of 10’ between adjacent façades required (Additional exception for parking in Section 20.36.100(A)(1)(h))
Corner Side Yard	0’ Build-To Line, except where public amenities, outdoor dining, art features, or other hardscape/landscape elements are installed then only at least 60% of the façade per street frontage must adhere to the Build-to-Zone	Build-To Zone of 0’ to a maximum of 5’, except where public amenities, outdoor dining, art features, or other hardscape/landscape elements are installed then only at least 60% of the façade per street frontage must adhere to the Build-to-Zone	Build-To Zone of 0’ to a maximum of 5’, except where public amenities, outdoor dining, art features, or other hardscape/landscape elements are installed then only at least 60% of the façade per street frontage must adhere to the Build-to-Zone
Rear Yard	None required	None required unless abutting a residential district, then 20’	None required unless abutting a residential district, then 20’

FIGURE 20.36-11: MIXED-USE BUILDING



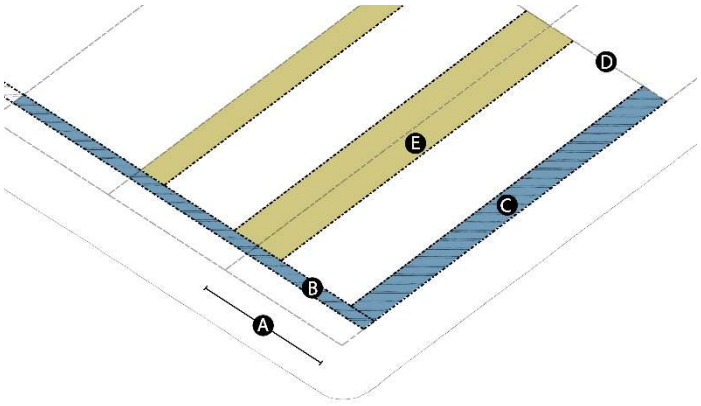


C. Multi-Family Buildings.

Table 20.36-4: Multi-Family Building Bulk and Yard Regulations includes bulk and yard regulations for the multi-family building project type. See Figure 20.36-12: Multi-Family Building for illustration of regulations. Townhouse/Stacked Flat Bulk and Yard Regulations are found in subsequent sections.

TABLE 20.36-4: MULTI-FAMILY BUILDING BULK AND YARD REGULATIONS				
BULK AND YARD REGULATIONS	**C-5 SUBDISTRICTS**			
	C-5-VC	**C-5-MU**	**C-5-C**	**C-5-R**
Bulk Regulations				
Minimum Lot Width	50’	50’	50’	50’
Maximum Impervious Surface Coverage	None – adhere to LCWDO & LCSMC	None – adhere to LCWDO & LCSMC	None – adhere to LCWDO & LCSMC	None – adhere to LCWDO & LCSMC
Minimum Building Height	25’ and 2 stories	25’ and 2 stories	25’ and 2 stories	25’ and 2 stories
Maximum Building Height	76’ (6 stories) with no upper story setback, 100’ (8 stories) with upper story setback	45’ with no upper story setback; 76’ with upper story setback	45’’ with no upper story setback; 65’ with upper story setback	5 stories and 80’
Upper Story Setback on Public ROW Elevation	Minimum 3’ upper story setback for a combination of at least 1/3 of the façade wall, for buildings greater than 4 stories.	Minimum 3’ upper story setback for a combination of at least 1/3 of the façade wall, for buildings greater than 4 stories.	Minimum 3’ upper story setback for a combination of at least 1/3 of the façade wall, for buildings greater than 4 stories.	Minimum 3’ upper story setback for a combination of at least 1/3 of the façade wall, for buildings greater than 4 stories.
Maximum Finished Ground Floor Elevation (Measured from Sidewalk)	6”	6”	6”	6”
Yard Requirements				
Front Yard	Build-To Zone of 0’ to a maximum of 15’ unless a required Build-To Line of 0’ is required by the regulating plan of the Master Redevelopment Implementation Plan	Build-To Zone of 10’ to a maximum of 15’, except where public amenities, art features, or other hardscape/landscape elements are installed then only at least 60% of the façade per street frontage must adhere to the Build-to-Zone	Build-To Zone of 10’ to a maximum of 15’, except where public amenities, art features, or other hardscape/landscape elements are installed then only at least 60% of the façade per street frontage must adhere to the Build-to-Zone	Build-To Zone of 10’ to a maximum of 20’
Interior Side Yard	Minimum: 10’	Minimum: 10’	Minimum: 10’	Minimum: 10’
Corner Side Yard	Build-To Zone of 0’ to a maximum of 10’, except where public amenities, art features, or other hardscape/landscape elements are installed then only at least 60% of the façade per street frontage must adhere to the Build-to-Zone	Build-To Zone of 0’ to a maximum of 10’, except where public amenities, art features, or other hardscape/landscape elements are installed then only at least 60% of the façade per street frontage must adhere to the Build-to-Zone	Build-To Zone of 0’ to a maximum of 10’, except where public amenities, outdoor dining, art features, or other hardscape/landscape elements are installed then only at least 60% of the façade per street frontage must adhere to the Build-to-Zone	Build-To Zone of 5’ to a maximum of 10’, except where public amenities, art features, or other hardscape/landscape elements are installed then only at least 60% of the façade per street frontage must adhere to the Build-to-Zone
Rear Yard	None required	None required unless abutting a residential district outside of C-5, then 20’	None required unless abutting a residential district outside of C-5, then 20’	None required unless abutting a residential district outside of C-5, then 20’
Separation Between Multiple Buildings on a Lot	Minimum: 10’	Minimum: 10’	Minimum: 10’	Minimum: 10’

FIGURE 20.36-12: MULTI-FAMILY BUILDING

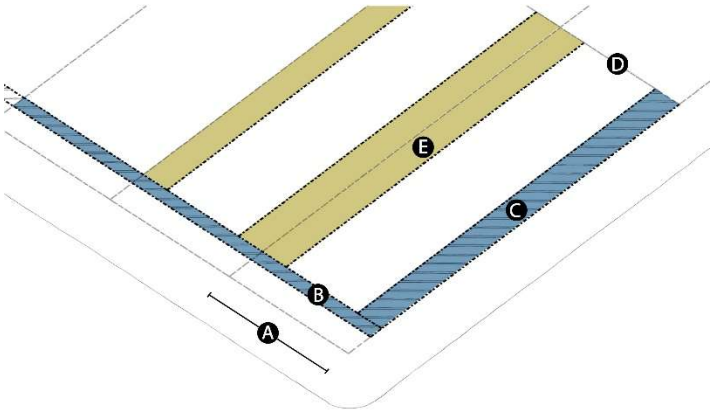


D. Townhouse/Stacked Flat Buildings.

Table 20.36-5: Townhouse/Stacked Flat Building Bulk and Yard Regulations includes bulk and yard regulations for the townhouse/stacked flat building project type. See Figure 20.36-13: Townhouse/Stacked Flat Building for illustration of regulations.

TABLE 20.36-5: TOWNHOUSE/STACKED FLAT BUILDING BULK AND YARD REGULATIONS				
BULK AND YARD REGULATIONS	**C-5 SUBDISTRICTS**			
	C-5-VC	**C-5-MU**	**C-5-C**	**C-5-R**
Bulk Regulations				
Minimum Lot Width	20' per each individual townhouse or stacked flat structure	20' per each individual townhouse or stacked flat structure	20' per each individual townhouse or stacked flat structure	20' per each individual townhouse or stacked flat structure
Maximum Lot Width	35' per individual townhouse unit or stacked flat structure	35' per individual townhouse unit or stacked flat structure	35' per individual townhouse unit or stacked flat structure	35' per individual townhouse unit or stacked flat structure
Minimum Lot Area	None	None	None	None
Maximum Impervious Surface Coverage	None – adhere to LCWDO & LCSMC	None – adhere to LCWDO & LCSMC	None – adhere to LCWDO & LCSMC	None – adhere to LCWDO & LCSMC
Minimum Building Height	18'	18'	18'	18'
Maximum Building Height	45'	45'	45'	45'
Maximum Finished Ground Floor Elevation (Measured from Sidewalk)	6"	6"	6"	6"
Maximum Building Length along Front Lot Line	9 units and 225'	9 units and 225'	9 units and 225'	9 units and 225'
Minimum Number of Attached Units	3	3	3	3
Yard Requirements				
Front Yard	Build-To Zone of 0' to a maximum of 15' unless a required Build-To Line of 0' is required by the regulating plan of the Master Redevelopment Implementation Plan	Build-To Zone of 5' to a maximum of 15'	Build-To Zone of 5' to a maximum of 15'	Build-To Zone of 5' to a maximum of 15'
Interior Side Yard	None	None	None	None
Corner Side Yard	Build-To Zone of 0' to a maximum of 10'	Build-To Zone of 0' to a maximum of 10'	Build-To Zone of 0' to a maximum of 10'	Build-To Zone of 5' to a maximum of 15'
Rear Yard	None required	None required unless abutting a residential district, then 20'	None required unless abutting a residential district, then 20'	None required unless abutting a residential district, then 20'

FIGURE 20.36-13: TOWNHOUSE/STACKED FLAT BUILDING



E. Single-Family Dwelling.

Table 20.36-6: Single-Family Dwelling Bulk and Yard Regulations includes bulk and yard regulations for the single-family dwelling project type. See Figure 20.36-14: Single-Family, Single-Family Attached, and Two-Family Dwellings for illustration of regulations.

TABLE 20.36-6: SINGLE-FAMILY DWELLING BULK AND YARD REGULATIONS		
BULK AND YARD REGULATIONS	C-5 SUBDISTRICT	
	C-5-R	C-5-MU
Bulk Regulations		
Minimum Lot Width	28’	28’
Minimum Lot Area	3,000 sf	3,000 sf
Maximum Lot Area	8,000 sf	8,000 sf
Maximum Impervious Surface Coverage	85%	85%
Maximum Building Height	40’	40’
Yard Requirements		
Front Yard	Build-To Zone of 0’ to a maximum of 20’	Build-To Zone of 0’ to a maximum of 20’
Interior Side Yard[1]	Minimum: 3’	Minimum: 3’
Corner Side Yard[1]	Minimum: 5’	Minimum: 5’
Rear Yard[1]	Minimum: 3’	Minimum: 3’

TABLE 20.36-6: FOOTNOTES

[1] Additional setbacks as required by the Village’s adopted Building or Fire codes may apply.

F. Two-Family Dwelling.

Table 20.36-7: Two-Family Dwelling Bulk and Yard Regulations includes bulk and yard regulations for the two-family dwelling project type. See Figure 20.36-14: Single-Family, Single-Family Attached, and Two-Family Dwellings for illustration of regulations.

TABLE 20.36-7: TWO-FAMILY DWELLING BULK AND YARD REGULATIONS		
BULK AND YARD REGULATIONS	C-5 SUBDISTRICT	
	C-5-R	C-5-MU
Bulk Regulations		
Minimum Lot Width	28'	28'
Minimum Lot Area	3,000 sf	3,000 sf
Maximum Lot Area	8,000 sf	8,000 sf
Maximum Impervious Surface Coverage	85%	85%
Maximum Building Height	40'	40'
Yard Requirements		
Front Yard	Build-To Zone of 0' to a maximum of 20'	Build-To Zone of 0' to a maximum of 20'
Interior Side Yard[1]	Minimum: 3'	Minimum: 3'
Corner Side Yard[1]	Minimum: 5'	Minimum: 5'
Rear Yard[1]	Minimum: 3'	Minimum: 3'

TABLE 20.36-7: FOOTNOTES

[1] Additional setbacks as required by the Village's adopted Building or Fire codes may apply.

G. Single-Family Attached.

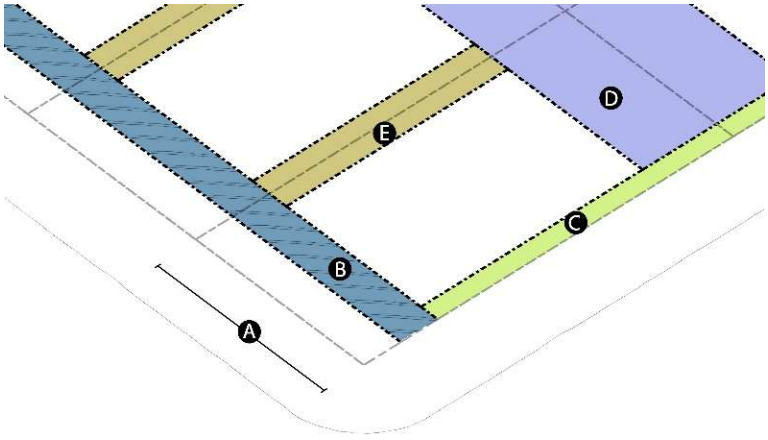
Table 20.36-8: Single-Family Attached Bulk and Yard Regulations includes bulk and yard regulations for the single-family dwelling project type. See Figure 20.36-14: Single-Family, Single-Family Attached, and Two-Family Dwellings for illustration of regulations.

TABLE 20.36-8: SINGLE-FAMILY ATTACHED BULK AND YARD REGULATIONS		
BULK AND YARD REGULATIONS	C-5 SUBDISTRICT	
	C-5-R	C-5-MU
Bulk Regulations		
Minimum Lot Width	25'	25'
Minimum Lot Area	3,000 sf	3,000 sf
Maximum Lot Area	8,000 sf	8,000 sf
Maximum Impervious Surface Coverage	85%	85%
Maximum Building Height	40'	40'
Maximum Finished Ground Floor Elevation (Measured from Sidewalk)	6"	
Yard Requirements		
Front Yard	Build-To Zone of 0' to a maximum of 20'	Build-To Zone of 0' to a maximum of 20'
Interior Side Yard[1]	Minimum: 3', except where single-family attached units share a party wall	Minimum: 3', except where single-family attached units share a party wall
Corner Side Yard[1]	Minimum: 5'	Minimum: 5'
Rear Yard[1]	Minimum: 3'	Minimum: 3'

TABLE 20.36-8: FOOTNOTES

[1] Additional setback as required by the Village's adopted Building or Fire codes may apply.

FIGURE 20.36-14: SINGLE-FAMILY, SINGLE-FAMILY ATTACHED, AND TWO-FAMILY DWELLINGS



A - Minimum Lot Width
B - Front Yard Build-to Zone
C - Corner Side Yard
D - Rear Yard
E - Interior Side Yard

20.36.050 – C-5 district design standards.

The following regulations apply to all project types within the C-5 District to enhance then neighborhood character, livability, and contribute to the overall viability of Downtown Mundelein. Unless otherwise specified, all buildings within the Downtown must comply with any adopted Design Guidelines as may be applicable.

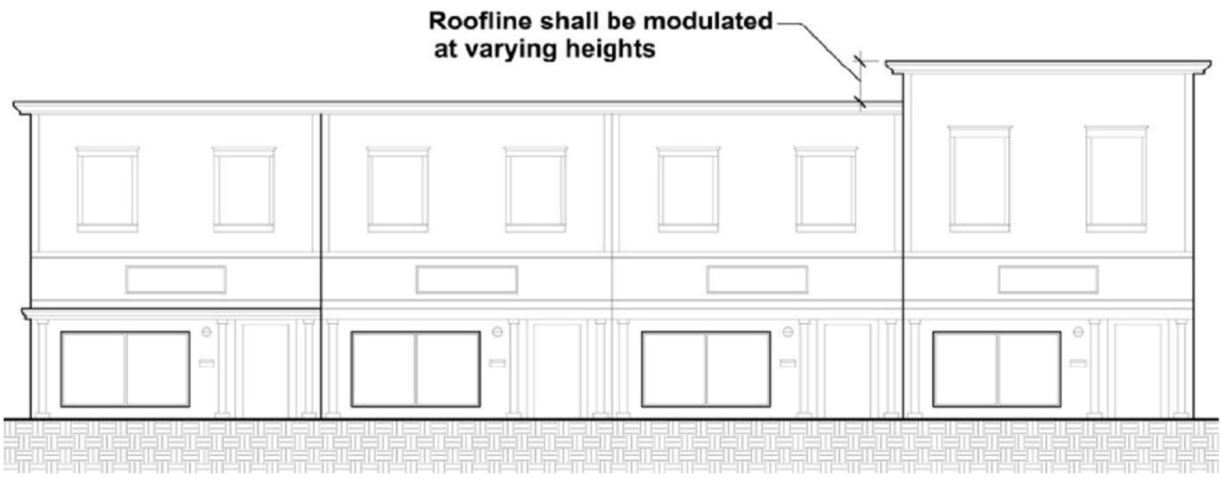
A. Roofs.

1. All roof lines parallel to the public right-of-way or public open space must be broken up through the use of parapets, gables, cornices, canopies, overhangs, dormers, or similar architectural elements.

2. Flat roofs (See Figure 20.36-15: Flat Roof Design).

   a. Cornices and parapets shall be used to add variety and break up the roofline. Rooflines shall be modulated at varied roof heights.

FIGURE 20.36-15: FLAT ROOF DESIGN



3. Pitched roof (See Figure 20.36-16: Pitched Roof Elements).

   a. Large monotonous, simple pitched roofs, without breaks in the expanse of the roof, should be avoided. Dormers and gables can break up large expanses of roof area. However, a simple pitched roof may be appropriate for smaller homes. Buildings are encouraged to include design elements, such as turrets, dormers, or articulated roof elements that break up large roof areas.

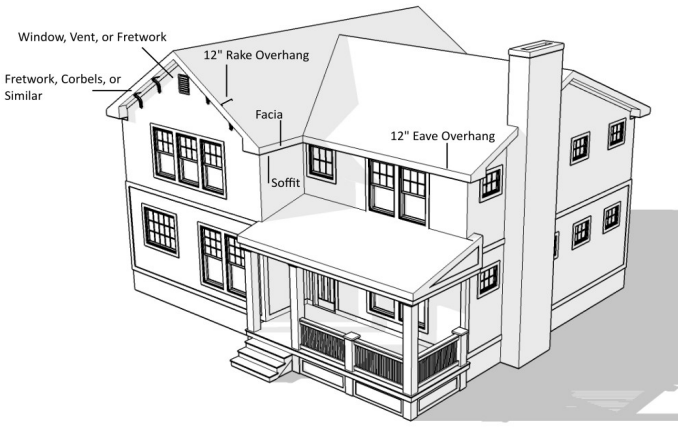
   b. Gable end walls facing the public right-of-way or public open space must include a window, vent, fretwork, or other design element to add visual interest to the gable end.

   c. Pitched roofs must have a minimum 12-inch gable end ladder overhang (eave). A 12-inch roof rake must be provided on all rooflines, gable ends, and edges, creating a soffit. Vinyl, aluminum, and composite materials are permitted for soffits or fascia boards in addition to the permitted materials of Table 20.36-9: Permitted Building Materials.

   d. Roofs should be designed with overhanging eaves or detailed gutters wide enough to create shadowing on the building.

   e. Mansard roofs are prohibited.

FIGURE 20.36-16: PITCHED ROOF ELEMENTS



4. Rooftop mechanical equipment is subject to the regulations outlined in Section 20.36.080.

B. Exterior and Façade.

1. Alignment and Rhythm.

2. The following apply to all Commercial, Multifamily, and Mixed-Use Projects:

   a. The elevation of horizontal ground floor façade elements, such as cornices, awnings, sign friezes, and canopies shall generally align with those of surrounding buildings.

   b. Prominent architecture is required of the ground floor to create the appearance of height and bulk on all sides facing a public right-of-way.

   c. The articulation, massing and rhythm of upper story façade elements shall reflect that of vertical ground floor façade elements.

3. Blank, windowless walls are prohibited. On facades setback zero feet from an interior lot line where an adjacent building may also be built with a zero-foot setback from the same property line so that there is no distance between buildings or on facades where the applicable Fire or Building Codes do not permit windows, detailed architectural elements approved by the Zoning Administrator may be provided in lieu of windows.

4. Windows must appear on all floor levels and be balanced with the bulk of the façade, the story, and the overall elevation.

5. Trim. All inside and outside corners and all sides of windows and doors must contain window trim wraps of not less than 3 ½ inches unless the building is constructed of full masonry stone or stucco.

6. Large, flat facades shall be avoided, which can be accomplished by articulating the building mass to create substantial shadows and visual interest. Windows, projected entrances, and overhangs must be included on the street facing façade to add variety and maintain a pedestrian-scale.

7. For Single Family, Two-Family, and Single-Family Attached projects: shear, two-story walls are discouraged for front and side facades. Wall heights of one (1) to one and one-half (1½) stories are preferred facing the street and neighboring homes. Walls that face the street can be broken up with one-story front porches that define front doors and entrances.

8. For Multi-Family, Townhouse, and Stacked Flats projects:

    a. Façades shall be designed to be viewed from multiple directions and, therefore, they must be designed with consistent materials and treatment that wraps around all façades. There shall be a unifying architectural theme for an entire multi-family or townhouse development, utilizing a common vocabulary of architectural forms, elements, materials, and colors in the entire structure.

    b. Windows and doors shall have raised elements to create shadow and articulation. In addition, three-dimensional elements, such as balconies and bay windows, should be incorporated to provide dimensional elements on a façade. Windows shall be set back ("punched") into or projected out from the façade to provide façade depth and shadow, vertical in orientation and of a consistent style.

9. Corner and Front Façade Features. Front facades and corner side facades require features such as porches, columns, balustrade, architectural trim, bay windows, transoms, or other elements to enhance the appearance of the house.

10. Columns. Where columns exist, those columns must be no less than 6"x6" square or 6" diameter circle for posts.

11. Stairs. Exterior stairs to upper floors are prohibited along any façade that abuts a public street. Exterior stairs are permitted for façades that do not abut a public street. These stairs may provide access to units on various floors through rear patios or porches. Exterior stairs shall be constructed of masonry or metal.

12. Awnings

    a. Awnings may be installed on ground floors.

    b. Awnings may not cover any upper story windows.

    c. Awnings shall be constructed of durable materials rated for exterior exposure such as canvas or metal.

    d. Bubble awnings are prohibited.

C. Articulation.

1. Building Articulation. Buildings shall use architectural or structural elements in addition to the other design requirements of this chapter to break up large flat planes.

    a. All facades require articulation of no less than twelve (12) inches in depth and thirty-six (36) inches in width. Walls less than twenty-five (25) feet in width are required one (1) area of articulation. Walls between twenty-five (25) and seventy-five 75 feet in width are required two (2) significant areas of articulation. Walls over 75 feet are required one (1) articulation of significance for every 25 feet in building width at regular intervals.

    b. Buildings over two stories must have vertical breaks in the façade of at least 12 inches.

2. Sufficient length of buildings shall be present to maintain a continuous building street wall and in general limit spatial gaps to those necessary to accommodate vehicular and pedestrian access in order to define the street edge.

3. Developments may articulate from the street edge to accommodate plazas, outdoor cafe

areas, or gracious entry fore-courts, provided street continuity is not unduly interrupted along the majority of the block.

D. Building Entrances.

1. For all non-residential, mixed-use, and multi-family project types facing a street, primary entrances shall be provided on the street-facing façade and shall be a prominent feature of the façade through the use of an articulated or recessed entryway, structural canopies, columns, or similar architectural details.

   a. Corner buildings shall include a prominent building entry on the most primary public street on which it fronts.

2. All units within a stacked flat building must be accessed by a shared entry.

3. In the C-5-VC Subdistrict, excluding Stacked Flat or Townhouse project types, additional entrances shall be provided along facades that face the public square and the Metra rail corridor.

4. For Single-Family, Two-Family, Stacked Flats, Townhouse, and Single-Family Attached projects, the front entry shall be the predominant feature on the front elevation of a home. The front entry should be emphasized as an integral part of the building design with features such as front porches, raised steps and stoops, roof overhangs, columns, and decorative railings, to help create a protected entry area and enhance its appearance.

E. Orientation and Pedestrian Access.

1. Building Orientation and Pedestrian Access.

   a. All buildings shall be oriented with its primary façade towards the most primary public street on which it fronts.

   b. The primary façade shall include a prominent building entry from the public sidewalk.

2. Access Paths.

   a. For commercial and mixed-use project types over two hundred twenty-five (225) feet in building width along a public street, designated pedestrian access path from rear parking areas to the public sidewalk shall be provided based on the following regulations (see Figure 20.36-17: Pedestrian Access Paths):

      i. For buildings over two hundred twenty-five (225) feet in width along a public street, one (1) dedicated pedestrian access path is required every two hundred twenty-five (225) feet in width. For the purpose of this section, building widths shall be rounded to the nearest division of two hundred twenty-five (225) feet.

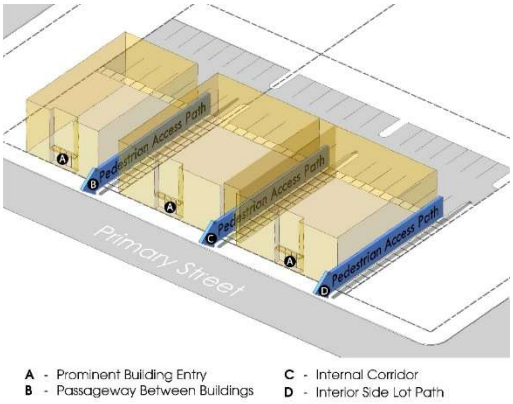
      ii. Permitted pedestrian access paths may include the following:

         (a) Building access path along interior side lot line a minimum of five (5) feet in width.

         (b) Passageway between buildings a minimum of ten (10) feet in width.

         (c) Internal corridors.

FIGURE 20.36-17: PEDESTRIAN ACCESS PATHS



F. Prominent Corners.

1. Mixed-use and Multi-Family buildings located on prominent corners are required to use architectural massing and decorative elements, such as towers, turrets, or chamfered facades. See Figure 20.36-18: Prominent Corners for an example of these regulations. See Figure 20.36-1: Subdistrict Map for a map of prominent corner locations. The following are identified as prominent corners:

   a. Lake and Maple;

   b. Lake and Hawley;

   c. Lake and Division;

   d. Lake and Courtland;

   e. Hawley and Chicago;

   f. Hawley and Seymour; and

   g. Seymour and Park.

FIGURE 20.36-18: PROMINENT CORNERS

G. Arcades and/or Canopies Required in C-5-VC. A mixed-use building in the C-5-VC Subdistrict is required to maintain an arcade frontage, structural awning frontage, or structural canopy frontage in the areas indicated in the regulating plan of the Master Redevelopment

Implementation Plan. Arcades, structural awnings, and structural canopies must comply with the following standards:

1. Arcade

    a. An arcade shall be defined by building columns and a coordinated hardscape treatment, which may incorporate planters, seating areas and similar features.

    b. Arcade columns shall be evenly spaced and located at the required Build-To-Line.

    c. The minimum depth of the required arcade, awning, or canopy shall be six (6) feet to a maximum depth of twelve (12) feet.

    See Figure 20.36-19: Arcade/Structural Canopy Frontage for illustration of regulations.

2. Structural Awning or Structural Canopy

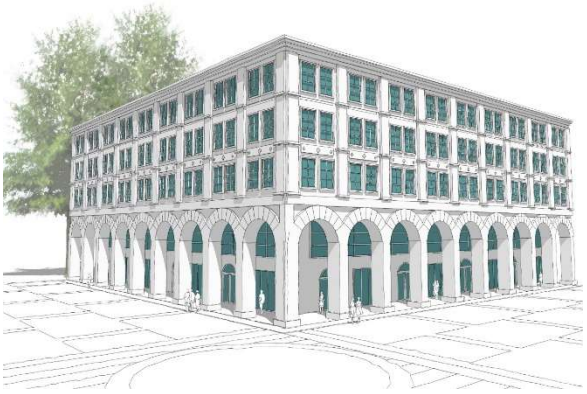
    a. In lieu of an Arcade, a Structural Awning or Structural Canopy may be used. Materials for a Structural Awning or Structural Canopy must be constructed of hard, durable materials. No vinyl, plastic, or canvas may be used.

    b. Canopy ground supports must be at least six inches wide by six inches deep, or six inches in diameter. All supports must be securely fastened to the building, canopy or awning, and the ground (canopy only).

    c. Canopy and awning depth must be at least six feet deep. Canopy and awning widths must be continuous until a natural break in architecture, windows, or doors. Canopies and awnings must continue to an outside edge of a window or door, where applicable.

FIGURE 20.36-19: ARCADE/STRUCTURAL CANOPY FRONTAGE

Arcade



Structural Awning

Structural Canopy

H. Attached Garages. The following standards apply to all attached garages. Detached garages must adhere to the requirements of Section 20.36.080(A)(7) (Detached Garages).

1. For Single-Family, Single-Family Attached, Two-Family, Stacked Flats, and Townhouse's project types, attached garages must be either rear-loaded or side-loaded. Garage overhead doors must contain windows or other details such as applied brackets, hinges, arched panels, or other design elements to enhance the look of the overhead door.

2. Windows, doors, and roof treatments of that part of the garage facing the street shall incorporate architectural detail expressive of a residence.

3. Upper-level dormers and pitched roof elements should be used to de-emphasize the garage. Garage openings, windows, columns, trims, decorative paneling, and color shall de-emphasize the visual impact of the garage in relation to the building as a whole.

I. Building Additions.

1. The scale and mass of additions should be in keeping with the original structure and should not visually overwhelm neighboring structures.

2. Building additions must match or complement the existing building including, but not limited to the pitch, design, and materials of the roof; orientation and alignment of windows; and exterior building materials and colors.

J. Building Materials.

Permitted building materials are listed in Table 20.36-9. Materials not listed below may be considered by the Zoning Administrator, unless specifically prohibited in this section. "General use" materials are those that may be used for any portion of the façade. "Trim" materials are those that may be used for detailed architectural elements and may not to exceed a total of twenty percent (20%) of the total façade area, and up to twenty-five percent (25%) of the ground floor façade area.

TABLE 20.36-9 PERMITTED BUILDING MATERIALS

MATERIAL	NON-RESIDENTIAL OR MIXED-USE GROUND FLOOR		MIXED-USE UPPER STORY OR RESIDENTIAL TYPES		PITCHED ROOF
	GENERAL USE	TRIM	GENERAL USE	TRIM	
Clay Brick	X		X		
Poured Concrete	X		X		
Decorative Stone		X		X	
Cast Stone		X		X	
Modular Masonry Finishes	X		X		
Cementitious Stucco		X		X	
Decorative Metals		X		X	X
Precast Concrete		X		X	
Cut Stone	X		X		
Decorative Wood		X		X	
EIFS/Dryvit		X		X	
Non-Reflective Glass	X		X		
Architectural Shingles					X
Slate Shingles					X
Cement Fiber Board ("Hardie Board")	X	X	X	X	X
Composite Materials (Such as Trex, Smartside, New Tech Wood, or Similar)		X		X	

1. The following exterior building materials are prohibited in the C-5 District:

   a. Fiberglass or plastics;

   b. Vinyl or aluminum siding;

   c. Concrete masonry units (CMU);

   d. Exposed aggregate (rough finish) concrete wall panels;

   e. T-111 composite plywood siding;

   f. Highly reflective wall surface material and mirror glass;

   g. Asphalt shingles (single-family dwellings, single-family attached, townhouses, and stacked flats may have architectural shingles)

K. Review of Design. The Zoning Administrator, at his/her discretion, may engage in qualified, third-party services to review the building design to ensure conformance with the intent of this Section.

20.36.060 – C-5 district use standards.

A. Purpose.

The purpose of this Section is to set forth additional requirements for certain uses of land within the Downtown. These standards are intended to ensure that the use is compatible with the surrounding area and meets the character and vision of Downtown Mundelein.

B. Use of land and structures.

No structure or premises shall be used or occupied except in conformity with the regulations for the zoning district in which it is located. No structure shall be erected, reconstructed, extended, enlarged, altered, or moved except in conformity with the regulations of the zoning district in which it is located.

C. Generic use standards.

In addition to the use standards below, all uses are required to comply with all provisions of this Code and all other Village regulations. Approved special uses may have additional conditions and standards imposed upon them that must be complied with as well.

1. Amusement Facilities, Indoor or Outdoor. The following standards shall be met:

a. The location of entrances and exits, exterior lighting, service areas, and parking and loading facilities shall be designed to minimize traffic congestion, pedestrian hazards, and adverse impacts on adjoining properties.

b. The location, arrangement, size, design and general site compatibility of buildings, noise, and lighting, shall be designed to:

i. Ensure compatibility with, and mitigation of, any potential impact upon, adjacent property.

ii. Minimize any adverse impact of site illumination on adjacent properties.

c. Screening must be used to buffer the impact of the development on adjacent uses and enhance the appearance and image of the Village by screening incompatible uses and certain site elements and creating a logical transition to adjoining lots and developments.

d. Circulation systems and off-street parking shall be designed to:

i. Provide adequate and safe access to the site for motor vehicles as well as alternate modes of transportation, including pedestrians and bicyclists.

ii. Minimize potentially dangerous traffic movements.

iii. Separate pedestrian and auto circulation and provide for bicycle parking or storage insofar as practical.

iv. Clearly define pedestrian access from the parking area to the building(s). A clearly defined visible and identifiable network of pedestrian connections should be provided in and between parking lots, street sidewalks, open spaces, and buildings.

2. Arts & Business Centers, Artisanal Fabricators, and Micro Industrial Uses:

   a. In no way shall any micro processing/manufacturing establishment be conducted in a manner which would cause the premises to differ from the downtown character, either by the use of colors, materials, construction, lighting, noise, glare, electrical or audiovisual interference, dust, smoke, vibrations, or emissions of smells/odors.

   b. No unreasonable volume of vehicular traffic shall be generated for the underlying district by the micro industrial establishments or arts and business centers. Any need for vehicular parking and loading incidental to the establishment shall be met off-street.

   c. All shipments and deliveries must be conducted with vehicles less than class six as designated by the US Department of Energy.

   d. At the discretion of the Village Administrator, in consultation with the Building Director, Micro industrial establishments shall be sealed and separated from all other tenant spaces with an air transfer barrier.

   e. In scenarios where there are fumes, dust, or other noxious emissions, micro industrial establishments shall not share common ducting or air handling equipment with other tenant spaces.

   f. Micro processing/manufacturing establishments shall filter all mechanical exhaust from product manufacturing, processing and storage areas with a technology system/assembly suitable to adequately filter such mechanical exhaust.

   g. Any harmful, noxious, or offensive emissions may be prohibited.

   h. Micro processing/manufacturing establishments shall be subject to all other licensing and registration requirements of the Village, and of the State of Illinois, as applicable.

   i. A floorplan and square footage of all spaces in the building must be submitted.

   j. For multi-tenant spaces, provide use designations on the floorplan, which must be submitted annually and with any new business registrations.

   k. Provide anticipated distribution and receiving plan – this plan must illustrate that parking, streets, alleys, and driveways will not be impeded by deliveries. Additionally, an autoturn exhibit may be required by the Zoning Administrator or Building Director to demonstrate larger vehicles can make turns around buildings and utilize streets appropriately without causing blockage or damage.

   l. Provide a noise abatement plan and a sound study, if requested.

   m. Provide a plan demonstrating noxious fumes, air quality and pollution containment for uses that have strong odors, material shavings, material melting, etc.

   n. Demonstrate compatibility with surrounding properties or adherence to a Village plan or vision.

   o. Provide a disposal plan for any hazardous waste or chemicals.

   p. Provide hours of operation, which may be reduced depending on the use's impacts on adjacent properties.

   q. Unless expressly outlined in the Special Use process or a special event permit, all activities must be conducted within an enclosed building.

3. Banquet Facility

    a. A banquet facility may be either the principal use of a structure or accessory to a restaurant use. When banquet facilities are accessory to a restaurant use, separate use approval is needed for the accessory banquet facilities if operated before or after the restaurant hours of operation. Accessory banquet facilities that operate only during restaurant hours of operation do not require separate use approval.

    b. A general admission fee or any other monetary donations (payment at the door to the general public) for entrance is prohibited, with the exception of fundraisers or events for bona fide non-profit organizations, places of worship, or educational facilities.

    c. All events must be held within a completely enclosed building if adjacent to a residential zoning district.

4. Car-Sharing. Car-sharing is an accessory to Off-Street Parking Lots or Parking Structures and must meet the following additional standards:

        i. Motor vehicle service and repair is prohibited.

        ii. Outdoor vehicle storage is limited to no more than ten (10) noncommercial, passenger vehicles on a zoning lot.

        iii. No required parking spaces may be used for vehicle storage. See Section 20.36.100 (C-5 District Parking and Off-Street Loading) for off-street parking requirements.

        iv. Vehicles stored outdoors must be parked in designated parking spaces which meet the minimum design requirements of Section 20.36.100 (C-5 District Parking and Off-Street Loading).

        v. No trucks, trailers, or other commercial vehicles may be used for car-sharing in the C-5 Zoning District.

5. Community Center

    a. A plan describing the scope of activities to be conducted on the premises shall be submitted. If a new use is added in the future beyond those originally approved, an amendment to the Special Use Permit or a variation must be obtained, subject to approval by the Village Board.

    b. In addition to these standards, the facility will also be required to comply with any additional generic use standards within Section 20.36.060 that apply to each component of the facility's scope.

    c. Each individual component of the facility must be either a Permitted or Special Use in that facility's zoning district.

    d. Off-street parking requirements shall be calculated based on the percentage of the total facility each component occupies. If components overlap spatially, then the use requiring more off-street parking prevails.

6. Community Residence. Community residences shall meet all federal, state, and local requirements including, but not limited to, licensing, health, safety and building code requirements. In addition, the following criteria shall be required:

a. The location, design, and operation of the facility will not alter the residential character of the neighborhood.

b. The facility shall retain a residential character, which shall be compatible with the surrounding neighborhood.

c. The operation of the facility shall not adversely impact surrounding properties.

7. Cultural Facility. Cultural facilities shall be designed so that the location of entrances and exits, exterior lighting, service areas, and parking and loading facilities will minimize traffic congestion, pedestrian hazards, and adverse impacts on adjoining properties. The following standards shall be met:

   a. The location, arrangement, size, design, and lighting of buildings shall be compatible with, and mitigate any potential impact upon, adjacent properties.

   b. Screening shall be provided to buffer the impact of the development on adjacent uses and enhance the appearance and image of the Village by screening incompatible uses and certain site elements and creating a logical transition to adjoining lots and developments.

   c. Circulation systems and off-street parking shall be designed to:

      i. Provide adequate and safe access to the site for motor vehicles as well as alternate modes of transportation, including pedestrians and bicyclists.

      ii. Minimizing potentially dangerous traffic movements.

      iii. Separate pedestrian and auto circulation and provide for bicycle parking or storage insofar as practical.

      iv. Clearly define pedestrian access from the parking area to the building(s). A clearly defined visible and identifiable network of pedestrian connections should be provided in and between parking lots, street sidewalks, open spaces, and buildings.

8. Currency Exchange, Payday or Title Loan Establishment and Pawn Shop. No currency exchange, payday or title loan establishment or pawn shop shall be located within one thousand (1,000) feet of another currency exchange, payday or title loan establishment or pawn shop.

9. Day Care Center, Child, or Adult. Day care centers shall meet all federal, state, and local requirements including, but not limited to, licensing, health, safety and building code requirements. In addition, the following criteria shall be required:

   a. Adequate on-site drop-off zones, sidewalks and exterior lighting shall be provided.

   b. The amount of traffic or noise to be generated shall not be excessive.

   c. Open space and recreational areas shall be provided as required by the State of Illinois licensing requirements.

10. Day Care Home, Child, or Adult. Day care homes shall meet all federal, state, and local requirements including, but not limited to, licensing, health, safety and building code requirements. In addition, the following criteria shall be required:

    a. Adequate on-site drop-off zones, sidewalks and exterior lighting shall be provided.

    b. The amount of traffic or noise to be generated shall not be excessive.

c. Open space and recreational areas shall be provided as required by the State of Illinois licensing requirements.

d. The day care home shall retain a residential character and the existence of the day care home shall not alter the residential character of the neighborhood.

e. The operation of the day care home shall not adversely impact surrounding properties.

f. The day care home shall be limited to the care of a maximum of eight (8) children at any given time. The total number of children counted shall include the provider's own natural or adopted children and any other persons under the age of twelve (12) residing in or receiving care at the home.

g. The operation of the day care home is prohibited in multi-family residential buildings.

11. Drive-Through Facility. A drive-through facility is considered a separate use, rather than accessory to the principal use, and shall be subject to the following standards:

a. All drive-through facilities shall provide adequate stacking spaces, in accordance with Section 20.36.100 (Off-Street Parking and Loading).

b. All drive-through lanes must be located and designed to ensure that they will not adversely affect the safety and efficiency of traffic circulation on adjoining streets.

c. No exterior lighting, including menuboards, shall produce a glare into, or upon, the surrounding area or any residential premises. When adjacent to residential zoning districts, drive-through facilities shall be properly screened, in accordance with Section 20.36.110 (Landscaping and Screening Requirements), to prevent glare from vehicles passing through service lanes and light pollution from menuboards.

d. Drive aisles shall be separated from landscaped areas by a six (6) inch curb.

e. The volume on all intercom menu displays shall be maintained at a level so as not to be audible in adjoining residential districts. The volume on all intercom menu displays shall comply with all local noise regulations.

f. The operator of the drive-through facility shall provide adequate on-site outdoor waste receptacles and shall provide daily litter clean-up of the facility and along the rights-of-way abutting the property.

g. An administrative variation may be approved by the Zoning Administrator in the event that a drive-through lane interferes with a maximum setback or build-to zone, in accordance with Section 20.16.030(C) of the Zoning Ordinance regarding administrative variations.

12. Educational Facilities (All). Educational facilities shall be designed so that the location of entrances and exits, exterior lighting, outdoor recreation areas, service areas, and parking and loading facilities will minimize traffic congestion, pedestrian hazards, and adverse impacts on adjoining properties. The following standards must be met:

a. The location, arrangement, size, design and general site compatibility of buildings, and lighting, including:

i. Compatibility with, and mitigation of, any potential impact upon, adjacent property.

ii. Site illumination designed and installed to minimize adverse impact on adjacent properties.

iii. Use of screening to buffer the impact of the development on adjacent uses and enhance the appearance and image of the Village by screening incompatible uses and certain site elements and creating a logical transition to adjoining lots and developments.

b. Circulation systems and off-street parking shall be designed to:

i. Provide adequate and safe access to the site for motor vehicles as well as alternate modes of transportation, including pedestrians and bicyclists.

ii. Minimizing potentially dangerous traffic movements.

iii. Separate pedestrian and auto circulation and provide for bicycle parking or storage insofar as practical.

iv. Clearly define pedestrian access from the parking area to the building(s). A clearly defined visible and identifiable network of pedestrian connections should be provided in and between parking lots, street sidewalks, open spaces, and buildings.

13. Gas Station.

a. Gas station canopies shall be designed with luminaires recessed under the canopy to minimize light pollution. Light intensity directly under the canopy shall not exceed ten (10) footcandles at any location. All lighting mounted under the canopy, including auxiliary lighting within signage and panels over the pumps, shall be included in the ten (10) footcandle limit.

b. All gas station driveways must be located and designed to ensure that they will not adversely affect the safety and efficiency of traffic circulation on adjoining streets.

c. Gas stations may include the sale of retail goods and restaurants as accessory uses.

d. Gas stations with a single bay car wash are exempt from the Special Use Permit requirements of Table 20.36-1: C-5 District Permitted and Special Uses. A car wash bay as an amenity of a Gas Station shall be designed in accordance to Section 20.36.060(C)(3) (Car Wash). Stacking spaces shall be in accordance with Section 20.36.100 (Off-Street Parking and Loading).

14. Live Entertainment, Indoor or Outdoor.

The Village of Mundelein recognizes the importance of outdoor dining, outdoor seating, and live entertainment for the prosperity and vitality of entertainment areas within the Village's Downtown District. The purpose of this section is to allow for and to support these activities within the applicable Downtown Zoning Districts. Live entertainment must be submitted for building permit and zoning review as structures (stages, platforms), modifications to electrical for sound systems or lighting, or increased occupants may trigger a number of building code or municipal code requirements.

a. Village, at its discretion, may require loading management plan, security plan, litter and trash disposal plan, lighting plan, or other plans to ensure the health and welfare and adjacent to the premises.

b. Outdoor Entertainment of any kind, including Live Entertainment, Broadcast Entertainment, Pre-recorded Music, or similar is subject to review by the Village if it is categorized as a long-term use. Temporary Use is subject to a Temporary Use Permit/Special Event Permit outlined in Section 20.36.090

c. Outdoor use of speakers, amplifiers, or electronic transmitters of any kind shall be kept to a reasonable level, measured around 85 dB at 50 feet away from the speakers. The Village may make a request a reduction of sound levels for any Outdoor Entertainment.

d. Outdoor Entertainment hours are limited to the hours of 10:00 a.m. to 10:00 p.m. Sunday through Wednesday and 10:00 a.m. to 11:00 p.m. Thursday through Saturday.

e. This section does not regulate use of the Village right-of-way. Use of the Village right-of-way or Village property for live entertainment is subject to Section 5.110 of the Municipal Code.

f. Live and broadcast entertainment must submit the following plan:

i. Days and hours of operation.

ii. Intended use of amplification, noise levels.

iii. The size of the establishment and the size, location, and configuration of the live entertainment area within the establishment including stage/platform design and stage/platform construction plan.

iv. Proposed enclosures, access, and circulation. Fencing used for outdoor dining or outdoor entertainment that is located behind the front wall or corner side walls of a building or located within the rear or interior side walls of the building may be constructed up to eight (8) feet in height.

v. Exterior lighting design.

vi. Maximum occupancy loads.

15. Motor Vehicle Dealership.

a. Motor Vehicle Dealerships may be located in specified Downtown Zoning Subdistricts, but for-sale inventory must be located indoors.

b. Outdoor vehicle storage is prohibited.

c. All vehicles on display shall be for-sale and in an operable and maintained condition.

d. Motor vehicle service and repair is prohibited.

16. Motor Vehicle Rental Establishment.

a. Motor vehicle service and repair is prohibited.

b. Outdoor vehicle storage is limited to no more than ten (10) noncommercial, passenger vehicles on a zoning lot.

c. No required parking spaces may be used for vehicle storage. See Section 20.36.100 (C-5 District Parking and Off-Street Loading) for off-street parking requirements.

d. Vehicles stored outdoors must be parked in designated parking spaces which meet the minimum design requirements of Section 20.36.100 (C-5 District Parking and Off-Street Loading).

e. The hiring or rental of trucks, trailers, or other commercial vehicles is prohibited in the C-5 Zoning District.

17. Murals.

    a. The surface on which the mural is to be applied must have appropriate structural integrity to support the chosen application method.

    b. The mural shall be applied with materials manufactured with the expectation of long-term durability and exposure to the elements.

    c. Painted murals shall be sealed with graffiti and UV resistant coating by the artist upon completion of the mural.

    d. The mural shall be cleaned, when needed, and maintained in good condition at the expense of the property owner. If the mural becomes unsightly or is damaged or vandalized, it must be removed or restored to good condition by the property owner or as otherwise provided in the Ordinance approving the special use for the mural.

    e. Murals shall not create a danger for motorists or pedestrians, nor shall it limit the use or enjoyment of an adjacent property or a property with a clear line of sight to the mural.

    f. Murals are prohibited on any wall that is both adjacent to a residential zoning district (excluding public right-of-way) and also oriented toward that residentially-zoned property.

    g. Murals shall not contain commercial content. For the purposes of this section "commercial content" means a business name, business tagline, business logo, or any text advertising or describing goods or services available for sale.

    h. Murals shall not contain speech or imagery that is not protected under the United States Constitution, including but not limited to obscenity, material that appeals to the prurient interest, threats, or incitement to violence.

18. Off-Street Parking Lot or Parking Structure.

    a. The off-street parking lot or structure shall be solely for the parking of passenger vehicles for periods of less than one (1) day and shall not be used as an off-street loading area.

    b. No sale, display, repair, or service of any kind shall be conducted in any off-street parking lot.

    c. No signs of any kind, other than signs designating entrances, exits and conditions of use, shall be maintained on any off-street parking lot or structure.

    d. No buildings other than those for shelter of attendants shall be erected upon any off-street parking lots or structures. The allowable shelters shall not exceed ten (10) feet in height and fifty (50) square feet in area.

    e. The off-street parking lot or parking structure shall be screened and landscaped in accordance with Section 20.36.110 (C-5 District Landscaping Standards).

    f. The off-street parking lots or structures shall be kept free from refuse and debris. All landscaping shall be maintained in a healthy growing condition and be neat and orderly in appearance.

19. Outdoor Dining.

Outdoor dining can be used to provide an outdoor setting for business patrons and can increase the vibrancy and character of a downtown environment. This Ordinance permits the installation of outdoor dining on private property with certain conditions to protect the health, safety, and welfare of property users and property owners. The additional standards below are also intended to maintain and enhance the collective aesthetic and character of downtown Mundelein. Outdoor Dining in the Village rights-of-way and Village-owned property is regulated by Municipal Code Section 5.110.

Outdoor Dining Areas are a permitted use in the C-5-VC, C-5-C, and C-5-MU Zoning Districts as a separate use, rather than accessory to the principal use, and shall be subject to the following standards:

a. Outdoor dining shall not create conflict with pedestrian access, parking spaces and aisles, or other areas dedicated for vehicular traffic.

b. Outdoor dining shall not be located adjacent to a residential district unless the following standards are met:

    i. There is a minimum distance of twenty (20) feet between the edge of the outdoor dining area and the residential property line. In such cases, the outdoor dining area must close by ten (11:00) p.m.

    ii. All outdoor dining areas must be demarcated on a site plan or plat of survey, as applicable.

c. A distinct delineation is required between the outdoor dining area in the following instances:

    i. When any public right-of-way or parking and loading facility, including driveways, is within five (5) feet of the dining area boundary, unless requirement is waived by the Zoning Administrator.

    ii. When barriers are required to comply with additional provisions of this Code, Illinois Accessibility Code, International Fire Code, or other Village regulations.

d. When an outdoor dining area is an exemption to build-to-zones, permanent barriers, or architectural elements such as a masonry wall, planters, or high-quality fencing, or similar permanent structures approved by the Zoning Administrator shall be used as an extension of the street wall of the building. Such barriers or elements shall be compatible with the materials, color, and architecture of the primary structure.

e. When dining area barriers or sectional fencing are used, such barriers must be durable and visually appealing. Sectional Fencing is generally defined as rigid fence segments that can be placed together to create a unified fencing appearance. Such fencing is portable, but cannot be easily shifted by patrons or pedestrians, as can less rigid forms of enclosures. All barrier materials shall be maintained in good visual appearance, without visible fading, dents, tears, rust, corrosion, or chipped or peeling paint.

    i. Permitted barrier types include:

        (a) Metal
        (b) PVC or composite barriers
        (c) Treated wood or simulated wood used in a decorative manner
        (d) Extensions of the building walls
        (e) Decorative concrete or masonry
        (f) Any permitted fence types

(g) Decorative bollards

ii. Prohibited Barriers and Materials: The following barrier types and materials are prohibited:

(a) Rope or Chain Rails: Rope or chain-type barriers are prohibited in all outdoor dining areas.

(b) Fabric Inserts: Fabric inserts (whether natural or synthetic) of any size are not permitted to be used as part of any barrier. Fabric is permitted as a decorative accent. Durable canvas is exempt (see example).

(c) Chain-link and Other Fencing: The use of chain-link, cyclone fencing, chicken wire, or similar appurtenances is prohibited. Materials not specifically manufactured for fencing or pedestrian control (including buckets, food containers, tires, tree stumps, vehicle parts, pallets, etc.) and not expressly permitted elsewhere in these guidelines may not be used as components of a barrier unless an Administrative Variance is sought.

iii. All barriers used within an outdoor dining area must match or be harmonious with each other by being of visually similar design, construction, color, and theme.

iv. All barriers within a dining area shall be durable and of sufficiently sturdy construction as not to blow over with normal winds or be easily or unintentionally moved during normal use of the outdoor dining area.

v. Proposed enclosures, access, and circulation. Fencing used for outdoor dining or outdoor entertainment that is located behind the front wall or corner side walls of a building or located within the rear or interior side walls of the building may be constructed up to eight (8) feet in height.

vi. Barriers shall be of a high-quality design and professionally manufactured. Barriers shall be generally consistent with the quality and design of the examples shown in Figure 20.36-20: Outdoor Dining Barriers.

FIGURE 20.36-20: OUTDOOR DINING BARRIERS

vii. All furniture and fixtures used within an outdoor dining area must match or be harmonious with each other by being of visually similar design, construction, color, and theme. Furniture and fixtures shall be durable and of sufficiently sturdy construction as not to blow over with normal winds.

viii. Outdoor dining areas must be paved or have a hardscape surface made of concrete, brick, stone, wood, or similar materials. Gravel, vegetation, and loose surfaces are expressly prohibited unless used in landscaping accent areas. The Zoning Administrator may approve of asphalt as a surface material with additional enhancements to separation from vehicular and pedestrian traffic, such as curbs, landscaping, or enhanced barriers.

ix. Outdoor dining areas located partially or entirely within the Village's right-of-way must conform to any additional and applicable standards, permits, or policies as may be required by the Village.

x. Any outdoor furniture and fixtures shall be removed from the outdoor dining area when the outdoor dining area is not in use for a period of thirty (30) consecutive days or more. Large furniture and fixtures may be stored on site kept on site when properly secured, screened, and weatherized, provided the storage does not create any other impediments to other codes or fire safety.

f. Planters. Planters may be used in addition to, or in place of, other barrier designs. In addition, planters may be used in situations where no barrier is required in order to provide added visual interest and create a more attractive and welcoming atmosphere. Planters and the plants contained within them shall meet the following requirements:

i. Dimensions of all planters, height, width, length, and distance of spacing between planters shall be provided for building permit review.
ii. Planted Material: All planters shall be constructed of durable materials. Wood planters must be sanded smooth and painted or treated so as to obscure the look of rough or unfinished wood surface. All planters shall have plants contained within them.

iii. If the plants within a planter die, the plants shall be replaced, or the planter removed. Artificial plants; empty planters; or planters with only bare dirt, mulch, straw, woodchips, or similar material are prohibited unless waived in writing by the Zoning Administrator. Seasonal, thematic planter displays are encouraged.

g. Furniture and Fixtures. Outdoor dining furniture becomes a prominent part of the streetscape when used in front of buildings, and such furniture needs to maintain or enhance the character and quality of buildings in Mundelein.

i. Furniture materials are to be approved by the Village through Zoning Review.

ii. Outdoor Dining Areas part of a particular district or brand shall conform to the plan for those standards, unless waived in writing by the Zoning Administrator or his designee.

iii. All furniture and fixtures shall be maintained and in good visual appearance, without visible fading, dents, tears, rust, corrosion, or chipped or peeling paint.

iv. All furniture and fixtures shall be maintained in a clean condition at all times.

v. All furniture and fixtures shall be durable and of sufficiently sturdy construction as not to blow over with normal winds.

h. Freestanding: Furniture and fixtures shall not be secured to trees, lampposts, street signs, hydrants, or any other street infrastructure by means of ropes, chains or any other such devices, whether during restaurant operating hours or at times when the restaurant is closed.

i. Umbrellas. Umbrellas can add a welcoming feel to outdoor dining areas and provide shelter from the elements, making their use desirable for outdoor dining applications. Appropriately designed and sized umbrellas are permitted for use under this outdoor dining program. All umbrellas shall comply with the following conditions.

i. Contained Within the Outdoor Dining Area: To ensure effective pedestrian flow, all parts of any umbrella (including the fabric and supporting ribs) must be contained entirely within the outdoor dining area.

ii. Maximum Height: Any part of an umbrella used in an outdoor dining area shall not exceed a height of ten (10) feet above the ground level, in order to avoid causing an undue visual obstruction of other businesses.

iii. Material: Umbrella fabric must be of a material suitable for outdoor use and must be canvas-type. No plastic fabrics, plastic/vinyl-laminated fabrics, or any type of rigid materials are permitted for use as umbrellas within a commercial outdoor dining area.

j. Circulation Room. All outdoor dining areas shall comply with any applicable State, Local, or Federal requirements for spacing and accessibility. If a perimeter enclosure is used, adequate space must be provided within the enclosed outdoor dining area to

permit movement of patrons and wait staff. Wait staff shall not serve patrons from beyond the perimeter enclosure. An applicant may be required to modify the layout and placement of items in the outdoor dining area at any time if it is determined by Village staff that such placement or layout creates a potential hazard or an issue of ADA accessibility non-compliance. The Village reserves the right to move any obstruction that creates a hazard or non-compliance situation.

k. Signage.

i. Signage is permitted within outdoor dining areas only with a valid Outdoor Dining/Seating sign permit.
ii. Outdoor Dining signage is permitted to include up to three (10) square feet of signage which may be installed along the building's façade or barriers. Such signage shall be professionally fabricated.

iii. Moveable sandwich boards in compliance with the Sign Ordinance are permissible within and adjacent to outdoor dining areas.

20. Outdoor Seating Areas

Outdoor Seating Areas are a permitted use in the C-5-VC, C-5-MU, and C-5-C subdistricts to provide additional outdoor seating as a respite area to business patrons or the general public.

a. Outdoor Seating Areas may consist of no more than two benches; two bistro or conversation sets consisting of two single-occupant chars and a table; or one bench and one bistro/conversation set. Seating arrangements which are consistent with the intent of this Ordinance and are not in substantial similarity to an outdoor dining area may apply for an administrative variation.

b. No food or beverage table service may be provided to outdoor seating areas.

c. Outdoor seating areas located partially or entirely within the Village's right-of-way must conform to any additional and applicable standards, permits, or policies as may be required by the Village, Municipal Code Chapter 5.110.

d. Any outdoor furniture and fixtures shall be removed from the outdoor seating area when the outdoor seating area is not in use for a period of thirty (30) consecutive days or more.

21. Pet "Day Care" Service, and Pet Service.

a. When present, exterior enclosures and runs shall be located in areas to the rear or interior sides of a property. These areas should be located at least 300 feet from a residential zoning district.

b. Animals should be limited to indoor areas during overnight hours with the exception of utilizing the outdoors for animals to relieve themselves.

c. Exterior enclosures and runs shall provide protection against weather extremes. Floors of runs shall be made of impervious material to permit proper cleaning and disinfecting.

d. All animal quarters and runs are to be kept in a clean, dry, and sanitary condition.

e. Fencing surrounding exercise areas and/or runs shall be of a sufficient height to prevent escape and the bottom of the fence shall be located within two inches of the ground.

f. Noise shall be mitigated so as not to create a public nuisance for adjoining properties and shall comply with all local noise regulations. This shall exclude noise from exercise or training while outdoors during the daytime.

g. Interior spaces shall utilize soundproofing mechanisms to minimize impact on adjacent tenants and neighboring buildings.

h. A waste management plan must be submitted for review by the Village. Public Works must review and provide guidance for pre-treatment, disposal, or other impacts to Village systems.

i. Water usage must be submitted for review by the Village. Public Works must review and provide guidance for water service and meter requirements for the use.

j. Air quality, ventilation, and odor control must be demonstrated.

k. Pet relief areas and waste stations must be provided on the exterior of the facility and kept in clean and well-maintained condition.

22. Place of Worship. The location of entrances and exits, exterior lighting, service areas, and parking and loading facilities shall be designed to minimize traffic congestion, pedestrian hazards, and adverse impacts on adjoining properties. The following standards shall be met:

a. The location, arrangement, size, design and general site compatibility of buildings, and lighting, shall be designed to:

i. Ensure compatibility with, and mitigation of, any potential impact upon, adjacent property.

ii. Minimize any adverse impact of site illumination on adjacent properties.

b. Screening must be used to buffer the impact of the development on adjacent uses and enhance the appearance and image of the Village by screening incompatible uses and certain site elements and creating a logical transition to adjoining lots and developments.

c. Circulation systems and off-street parking shall be designed to:

i. Provide adequate and safe access to the site for motor vehicles as well as alternate modes of transportation, including pedestrians and bicyclists.

ii. Minimizing potentially dangerous traffic movements.

iii. Separate pedestrian and auto circulation and provide for bicycle parking or storage insofar as practical.

iv. Clearly define pedestrian access from the parking area to the building(s). A clearly defined visible and identifiable network of pedestrian connections should be provided in and between parking lots, street sidewalks, open spaces, and buildings.

23. Residential Care Facility. Residential care facilities shall meet all federal, state, and local requirements including, but not limited to, licensing, health, safety and building code requirements. In addition, the following criteria shall be required:

a. The location, design and operation of the facility shall be compatible with, and shall not adversely affect, adjacent properties and the surrounding area.

b. The facility shall be harmonious with surrounding buildings, in respect to scale, architectural design and building placement. If located within a residential district, the facility shall be compatible with the residential character of the neighborhood.

c. In residential districts, the surrounding street network shall be capable of accommodating the traffic generated by the facility.

24. Smoke Shop. All smoke shops must install an independent ventilation system that exhausts smoke from the business and is designed and terminated in accordance with the Building Code. The ventilation system must not vent into any other establishments or designated smoke-free areas.

25. Utilities, Private.

a. Private utilities shall be designed so that the location of entrances and exits, exterior lighting, service areas, and parking and loading facilities will minimize traffic congestion, pedestrian hazards, and adverse impacts on adjoining properties. Additional landscaping and screening may be required to achieve this.

b. Any aboveground private utility structures, such as pedestals for cable wire access or other access points for underground infrastructure (communications wiring, fiber optic, etc.) must be screened from view of any public right-of-way.

26. Wireless Telecommunications Antenna, Facility and Tower.

a. Purpose

The following standards for wireless telecommunications antennas, facilities and towers are intended to:

i. Ensure public health, safety, convenience, comfort, and general welfare.

ii. Ensure access to reliable wireless telecommunications services throughout the Village.

iii. Encourage the use of existing towers and other structures for the colocation of wireless telecommunications antenna.

iv. Encourage the location of towers, to the extent possible, in areas where the adverse impact on the Village will be minimal and preferably in non-residential, as opposed to residential, districts.

v. Minimize the potential adverse effects associated with the construction of wireless telecommunications towers through the implementation of reasonable design, landscaping, and construction practices.

b. Application Requirements

i. In addition to the requirements for a special use, all applications to erect, construct or modify any part of a wireless telecommunications antenna, facility or tower shall include the following items, unless waived by the Village:

(a) A site plan showing:

(b) The location, size, screening and design of all buildings and structures, including fences.

(c) The location and size of all outdoor equipment.

(d) A landscape plan showing all screening.

(e) If the site plan is for a new wireless telecommunications tower, indication of the fall zone (shaded circle).

ii. A maintenance plan, and any applicable maintenance agreement, designed to ensure long-term, continuous maintenance to a reasonably prudent standard, including maintenance of landscaping, keeping the area free from debris and litter, and immediate removal of any graffiti.

iii. A disclosure of what is proposed and a propagation study demonstrating the need for the wireless telecommunications antenna, facility, or tower to be located where proposed.

iv. The reason or purpose for the placement, construction, or modification, with specific reference to the provider's coverage, capacity, and/or quality needs, goals, and objectives.

v. The service area of the proposed wireless telecommunications antenna, facility, or tower.

vi. An EME/RF Study which documents both the individual carrier's contribution of radiofrequencies (RF) to the environment, and the cumulative effects of all RF sources at the site. The study must document where the "maximum permissible exposure" (MPE) is exceeded.

vii. The nature and extent of the provider/applicant's ownership, easement, or lease interest in the property, building or structure upon which the antenna, facility or tower is proposed for placement, construction, or modification.

viii. The identity and address of all owners and other persons with a real property recorded interests in the property, building, or structure upon which the antenna, facility or tower is proposed for placement, construction, or modification.

ix. If the proposal is for a new telecommunications tower, then a map showing colocation opportunities within the Village and within areas surrounding the borders of the Village shall be provided and justification for why colocation is not feasible in order to demonstrate the need for a new tower.

x. Certification by a State of Illinois licensed and registered professional engineer regarding the manner in which the proposed structure will fail. The certification may be utilized, along with other criteria such as applicable regulations for the district in question, in determining if additional setback should be required for the structure and other facilities.

xi. A visual simulation or rendering of the proposed support structure that illustrates the relationship between the height and the visual appearance of the structure. The Village may require the visual simulation shall be provided from two (2) different perspectives and accurately depict the scale of the proposed structure in the context of the surrounding area.

c. Fall Zone Setback

i. A fall zone shall be constructed around any wireless telecommunications tower equal to one-hundred twenty-five percent (125%) of the height of the tower. The fall zone shall not include public right-of-way and must be located on property either owned or leased by the applicant, or for which the applicant has obtained an easement, and may not contain any structure other than an associated wireless telecommunications facility. In all cases, the wireless telecommunications tower must at least meet the underlying setback requirements of the zoning district in which it is located.

ii. The Village may reduce the required fall zone as part of the special use approval, but the Village must find that the tower is less visible as a result and that safety is not compromised. Such reduction in the fall zone setback shall require submission of a written instrument signed by all adjoining property owners, and duly notarized, agreeing to such modification. In all cases, the wireless telecommunications tower must at least meet the underlying setback requirements of the zoning district in which it is located.

iii. Any associated wireless telecommunications facilities shall be set back from all property lines in accordance with the minimum setback requirements in the zoning district.

d. Height

The maximum height of a wireless telecommunications tower shall be one hundred (100) feet, including all attachments (antennas, lightning rods, arrays, etc.). A special use application for approval of a wireless telecommunications tower shall demonstrate that the tower does not exceed the minimum height requirement necessary to function satisfactorily, which may be less than the one hundred (100) foot maximum permitted here. As part of the special use approval, a tower may exceed the maximum height if the Village finds that the exception is necessary for colocation purposes. In any case, the tower shall not exceed the height necessary to function satisfactorily.

e. Lighting and Marking

Wireless telecommunications antennas, towers and facilities shall not be lit or marked unless required by the Federal Communications Commission (FCC) or the Federal Aviation Administration (FAA).

f. Landscape

Landscape is required to enhance compatibility with adjacent land uses. A fence six (6) feet in height must be erected around the wireless telecommunications tower and/or facility. Landscape shall be installed outside the fencing in accordance with the following.

i. One (1) shade tree shall be provided for every twenty-five (25) feet of fence length, not including gates or other fence openings.

ii. One (1) shrub for every five (5) feet of fence length, not including gates or other fence openings.

iii. Landscape may be flexible in its arrangement (but not quantity) by appropriately aggregating the required plant materials and maintaining open areas around gates or other fence openings.

g. Additional Standards for Wireless Telecommunications Antennas

i. Wireless telecommunications antennas shall be a special use in all districts, except where they are considered a permitted use subject to site plan review in accordance with Paragraph 10 (Stealth Design for Wireless Telecommunications Antennas) below.

ii. Wireless telecommunications antennas do not include satellite dishes, as regulated in Section 20.36.080(15) (Satellite Dish Antennas) of this Code.

iii. Antennas shall be of a color that is identical or similar to the color of the supporting structure to make the antenna visually unobtrusive and blend into the surrounding environment.

iv. No antenna shall increase the overall height of any building or structure on which it is mounted by more than ten percent (10%), or ten (10) feet, whichever is less. However, antennas attached to existing communication towers shall not increase the height of tower above the maximum allowed.

v. The Village may require, at its discretion, additional EME/RF Studies once antennas have been mounted and are in use in order to verify that the MPE has not been exceeded.

h. Additional Standards for Wireless Telecommunications Facilities

i. Wireless telecommunications facilities shall be a special use in all districts.

ii. Wireless telecommunications facilities shall blend into the surrounding environment.

iii. Any buildings, cabinets or shelters may house only equipment and supplies for operation of the wireless telecommunication tower. Any equipment not used in direct support of such operation shall not be stored on the site. The facility shall be un-staffed and does not include telecom hotels.

iv. Signs for the wireless telecommunications facility shall be limited to ownership and contact information, FCC antenna registration number (if required), and any other information required by government regulation. Commercial advertising is strictly prohibited.

i. Additional Standards for Wireless Telecommunications Towers

i. Wireless telecommunications towers shall be a special use in all districts.

ii. Wireless telecommunications towers shall be designed to accommodate at least three (3) telecommunications providers.

iii. The area surrounding a tower must be of a sufficient size to accommodate accompanying wireless telecommunications facilities for at least three (3) telecommunications providers.

iv. Unless otherwise required by the Federal Communications Commission, the Federal Aviation Administration or the Village, towers shall have a galvanized silver or gray finish.

j. Stealth Design for Wireless Telecommunications Antennas

i. Stealth design for wireless antennas is encouraged and shall be considered a permitted use in all districts, subject to site plan review. All applications for site plan review shall include all information required by this section. In addition to the

standards of this section for wireless telecommunications antennas, stealth design shall comply with the following regulations:

ii. To qualify as a stealth design, wireless telecommunications antennas must be enclosed, camouflaged, screened, obscured or otherwise not readily apparent to a casual observer.

iii. Antennas must be located on or in structures already permitted within zoning districts, such as steeples, water towers, crosses, streetlights, monuments, penthouses, and parapet walls, and shall be designed to blend into the structure. Antennas that collocate on existing conforming wireless telecommunications towers shall also be considered stealth design. However, antennas attached to existing communication towers shall not increase the height of tower above the maximum allowed.

iv. No antenna shall increase the overall height of any building or structure on which it is mounted. If an antenna exceeds the overall height of any building or structure, it shall be considered a special use.

k. Abandonment

i. Any wireless telecommunications tower or facility that is not operated for a period of one-hundred eighty (180) consecutive days shall be considered abandoned. The property owner shall remove the tower or facility within one-hundred eighty (180) days of its abandonment. The Village shall ensure and enforce removal by means of its existing regulatory authority.

l. Nonconformities

i. Nonconforming Wireless Telecommunications Antenna or Facilities

ii. Ordinary maintenance may be performed on nonconforming antenna or facilities. However, if the proposed alteration would intensify a nonconforming characteristic of the antenna or facility, a variance is required.

iii. Nonconforming Telecommunications Towers

(a) Ordinary maintenance may be performed on nonconforming towers.

(b) Collocation of an antenna on an existing nonconforming tower is allowed as a special use, provided that the addition of the antenna and any additional wireless telecommunications facilities do not intensify the nonconformity.

20.36.070 – C-5 district on-site development standards.

A. Purpose.

The purpose of this Section is to address the regulation of those other site improvements on a lot other than the regulations for the principal building. This includes the use of land and buildings, exterior lighting, stormwater requirements, environmental standards, and view obstruction.

B. Use of Land and Buildings.

1. Number of Buildings on a Lot. More than one (1) building may be erected on a single lot (except when any of the buildings are Single-Family, Two-Family, Single-Family Attached project types) provided that each building shall comply with all bulk and yard requirements of a district as though it were a principal building on an individual lot.

2. All Activities within an Enclosed Structure. Within all districts, except Institutional and Open Space Districts, all activities shall be conducted entirely within an enclosed structure, with the exception of the following activities and uses:

    a. Off-street parking and loading, in accordance with Section 20.36.100 (Parking and Loading).

    b. Outdoor businesses, and those businesses with a required outdoor component, including, but not limited to, play areas associated with daycare centers outdoor amusement facilities, outdoor dining, car washes, kennels/pet "day care" services and similar permitted businesses. However, these businesses may be limited, or the outdoor components prohibited as a condition of a special use, where special use approval is applicable.

    c. Temporary uses, in accordance with Section 20.36.090 (Temporary Uses).

    d. Park/Playgrounds.

3. Frontage on a Public or Private Street. All lots shall front on a public or private street. Lot width shall be calculated based on the frontage along the public or private street.

4. Required Yards. No lot shall be reduced in area so that the yards are less than required by this Title, provided that recorded building lines or setback lines for a zoning lot, whichever is in effect from the time the property was last developed, shall continue to be in effect for zoning lots with existing primary structures in the event that a portion of said zoning lot is conveyed to the Village or other governmental authority for the widening of a public right-of-way or other public purpose other than in the case of a subdivision or resubdivision. The required yards for a zoning lot shall not be considered a yard for any other zoning lot. All yards allocated to a building shall be located on the same zoning lot as such building.

5. Applicability of Bulk Requirements. All structures erected after the effective date of this Ordinance shall meet the requirements for the zoning district in which the structure is located. No existing structure shall be enlarged, altered, reconstructed, or relocated in such a manner that conflicts with the requirements of the zoning district in which the structure shall be located. No structure shall be built within an easement unless otherwise allowed by this Ordinance.

6. Applicability of Use Restrictions. No structure or land shall be used for any use other than one allowed as either a permitted or special use in the zoning district in which such structure or land is located. Structures or land may also be used for a temporary use or accessory use, in accordance with the requirements of Section 20.36.090 (Temporary Uses) and Section 20.36.080 (Accessory Structures and Uses).

C. View Obstruction.

1. The following view obstruction regulations apply to all corner lots:

    a. At a non-signalized intersection, at a point fifteen (15) feet in any direction from the point of intersection of the street right-of-way, no sign, wall, fence, hedge, shrub, or other object may exceed a height of three (3) feet above the established grade.

    b. At a signalized intersection, at a point ten (10) feet in any direction from the point of intersection of the street right-of-way, no sign, wall, fence, hedge, shrub, or other object may exceed a height of three (3) feet above the established grade

    c. Figure 20.36-21: View Obstruction illustrates the measurements for non-signalized and signalized intersection view obstructions.

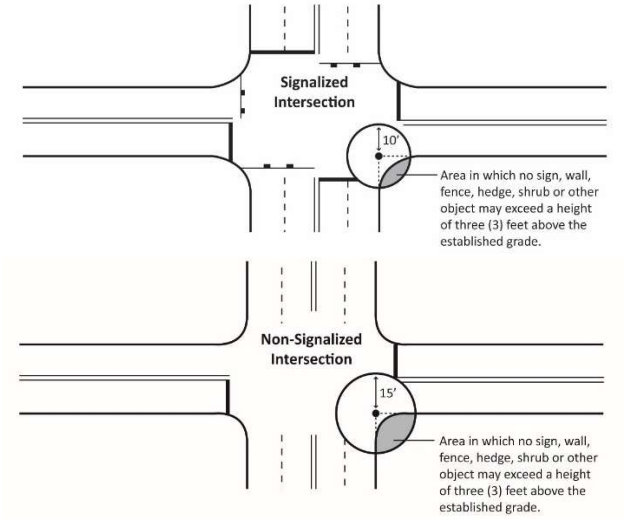
d. Exceptions are where the Zoning Administrator determines the encroachment will not create a traffic hazard in the Downtown Subdistricts.

2. The following view obstruction regulations apply to all lots:

a. For all driveways, at a point five (5) feet in any direction from the point of intersection of the street right-of-way, no sign, wall, fence, hedge, shrub, or other object may exceed a height of three feet above the established grade.

b. Exceptions are where the Zoning Administrator determines the encroachment will not create a traffic hazard in the Downtown Subdistricts.

FIGURE 20.36-21: VIEW OBSTRUCTION



D. C-5 District exterior lighting standards.

1. Light Trespass and Distraction.

2. No exterior lighting shall glare into, or upon, the surrounding area or any residential premises. In addition, no exterior lighting may be used in any manner that could interfere with the safe movement of motor vehicles on public streets. The light level shall be no greater than 2.0 footcandles at the zoning lot line or any public right-of-way line. Where this footcandle restriction cannot be met, an administrative variance may be applied for.

3. Specifically, the following types of light trespass are prohibited:

a. Any light not designed for roadway illumination that produces direct or reflected glare that could disturb the operator of a motor vehicle.

b. Any light that may be confused with, or construed as, a traffic control device, except as authorized by state, federal or local government.

c. In addition, gas station lighting shall comply with the requirements of Section 20.36.030(C)(12) (Gas Station) and screening of drive-through facilities shall comply with Section 20.36.030(C)(10) (Drive-Through Facilities).

4. Unshielded Lighting. The use of unshielded lighting, including incandescent light bulbs hung or strung on poles, wires, or any other type of support, are prohibited, except in conjunction with decorative lighting for outdoor dining areas or on a temporary basis in areas where approved carnivals, fairs or other similar activities are held, and only when such activities are taking place.

5. Light Pole and Building-Mounted Lighting Heights. The maximum height of light poles on private property, as measured from grade at the base to the bottom of the luminaire, shall be as specified below. These standards do not apply to public right-of-way lighting. Permitted light pole heights in the C-5 Downtown Zoning Districts shall not exceed sixteen (16) feet in height.

6. Automatic Teller Machine Lighting. All exterior lighting for automatic teller machines (ATMs) shall comply with the Automated Teller Machine Security Act (205 ILCS 695/1 et seq), as amended. All exterior lighting for ATMs in drive-through facilities shall be designed with luminaires recessed under the canopy to minimize light pollution.

E. C-5 District stormwater detention & impervious surface requirements.

Generally, the lots within the C-5 Zoning District have a significant amount of impervious surfaces, and lot coverage is typical of an urban environment. In order to facilitate furtherance of Village redevelopment goals the following are required as they relate to stormwater detention:

1. Above-ground basins are prohibited;

2. Vault storage on-site is encouraged to meet stormwater management requirements;

3. If available, regional systems may be used, provided a stormwater analysis shows there is enough capacity and that the project does not take away from capacity dedicated to previously approved project sites.

4. Dormant Special Service Areas or Active Special Service Areas may be required, as determined by the Village through the Director of Public Works and Engineering or his designee, to address stormwater management facility maintenance.

F. C-5 District environmental performance standards

1. All uses shall comply with the performance standards established in this section unless any federal, state, county or local law, ordinance or regulation establishes a more restrictive standard, in which case, the more restrictive standard shall apply.

2. Noise.

No activity or use shall be conducted in a manner that generates a level of sound as measured on another property greater than that allowed by federal, state, and local regulations, as amended from time to time. These limits shall not apply to construction noises, noises emanating from safety signals or warning devices, noises not directly under the control of the owner or occupant of the property, and transient noises from moving sources, such as motor vehicles, railroads, and aircraft.

3. Glare and Heat.

Any activity or the operation of any use that produces glare or heat shall be conducted so that no glare or heat from the activity or operation shall be detectable at any point off the lot on which the use is located. Flickering or intense sources of light shall be controlled or shielded so as not to cause a nuisance across lot lines.

4. Vibration.

   No earthborne vibration from the operation of any use shall be detectable at any point off the lot on which the use is located.

5. Dust and Air Pollution.

   Dust and other types of air pollution, borne by the wind from sources, such as storage areas, yards, roads, conveying equipment and the like, within lot boundaries, shall be kept to a minimum by appropriate landscaping, screening, sheltering, paving, fencing, wetting, collecting or other acceptable means.

6. Discharge and Disposal of Radioactive and Hazardous Waste.

   The discharge of fluid and the disposal of solid radioactive and hazardous waste materials shall comply with applicable federal, state, and local laws and regulations governing such materials or waste. No operation that produces radioactive or hazardous waste material shall commence without prior notice to the Village. Notice shall be given at least three (3) weeks before the operation is commenced. Radioactive and hazardous material waste shall be transported, stored, and used in conformance with all applicable federal, state, and local laws.

7. Electromagnetic Interference.

   Electromagnetic interference from any operation of any use in any district shall not adversely affect the operation of any equipment located off the lot on which such interference originates.

8. Odors.

   Any condition or operation which results in the creation of odors of such intensity and character as to be detrimental to the health and welfare of the public, or which interferes unreasonably with the comfort of the public, shall be removed, stopped, or modified so as to remove the odor.

9. Toxic Substances.

   The storage, handling, or transport of toxic substances shall comply with federal, state, and local regulations.

10. Fire and Explosion Hazards.

    Materials that present potential fire and explosion hazards shall be transported, stored, and used only in conformance with all applicable federal, state, and local regulations.

20.36.080 – C-5 district accessory structure standards.

A. Accessory Structures. All accessory structures shall be subject to the following regulations, in addition to any other regulations within this Chapter and this Ordinance.

   1. General Accessory Structure Requirements

      a. Only accessory structures listed in this Section or Section 20.36.080(B) (Permitted Encroachments) are permitted. An administrative variation may be applied for unlisted accessory structures which meet the requirements of this Section 20.36.080(1) (General Accessory Structure Requirements) and Section 20.36.080(2) (Coordination with Principal Building).

b. The accessory structure does not exceed maximum impervious surface area for the zoning district.

c. The maximum height of any detached accessory structure shall be measured from the floor of the structure to the peak of the roof, unless otherwise allowed by this Ordinance. No detached accessory structure shall exceed fifteen (15) feet, unless otherwise permitted or limited by this Ordinance.

d. All accessory structures must be located a minimum of five (5) feet from any rear lot line and three (3) feet from an interior side lot line, unless otherwise permitted by this Ordinance. For purposes of accessory structure placement, the permitted encroachments listed in Table 20.52-1 for the “Interior Side Yard” shall apply only to the portion of the side yard located between the required front yard setback line and the rearmost wall of the principal structure. Accessory structures located behind the rearmost wall of the principal structure shall comply with the minimum three (3) foot interior side yard setback.

e. Where a setback is either zero (0) feet or a build-to zone is present, the 'Required Front Yard' and "Required Corner Side Yard" are instead interpreted as any space between the front or corner side facade of the building and the public right-of-way with regards to placement restrictions on accessory structures. In the presence of a zero (0) foot setback or build-to zone, all accessory structures must be setback at least one (1) foot from the property line.

f. Each accessory structure may not exceed one-hundred forty-four (144) square feet in floor area unless otherwise specified by this Ordinance.

g. With regards to accessory structures on townhouse lots, common areas (owned and managed by the same association) shall be included when calculating setbacks and impervious surface coverage.

2. Coordination with Principal Building.

a. All accessory structures shall complement and coordinate with the principal buildings on the lot, both in architectural style and material selection.

b. Accessory structures shall be constructed of façade materials that reflect the general character and theme of the principal building.

c. Accessory structures that abut the principal building shall, to the extent possible, include horizontal design elements, such as kneewalls and cornices, which match those on the principal building.

d. No accessory structure shall be constructed prior to construction of the principal building to which it is accessory.

e. The accessory structure must be customarily incidental and subordinate to and serve a principal use established on the same zoning lot.

f. The accessory structure must be subordinate in area, floor area, intensity, extent, and purpose to the principal building, structure, or use.

g. The accessory structure must be located on the same zoning lot as the principal building, structure, or use served.

3. Amateur (HAM) Radio Equipment.

a. Towers that solely support amateur (HAM) radio equipment and conform to all applicable performance criteria as set forth in Section 20.36.070(E) (C-5 District Environmental Performance Standards) shall be permitted only in the rear yard and shall be located ten (10) feet from any lot line. Towers shall not exceed the maximum building height of the applicable district by more than ten (10) feet unless a taller tower is technically necessary to engage successfully in amateur radio communications in accordance with subsection c below.

b. Antenna may be ground-, building- or roof-mounted, provided they do not exceed the maximum building height by more than ten (10) feet unless a taller antenna is technically necessary to engage successfully in amateur radio communications in accordance with Paragraph 3 below. Every effort shall be made to install antennae in locations that are not readily visible from neighboring properties or from the public right-of-way, excluding alleys.

c. An antenna or tower that is proposed to exceed the height limitations shall be considered a special use. The operator must provide evidence that a taller tower and/or antenna is necessary to engage successfully in amateur radio communications. In addition, the applicant must provide evidence that the tower and/or antenna shall not prove a hazard to birds (i.e., minimal chance of bird strikes). Such tower and/or antenna must conform to all applicable performance criteria as set forth in Section 20.36.070(E) (C-5 District Environmental Performance Standards). As part of the application, the applicant must submit a site plan showing the proposed location of the tower and/or antenna, as well as its relation to the principal building and any additional accessory structures.

d. Radio antennae and/or towers owned and operated by the Village are exempt from these requirements and other requirements of this Ordinance.

4. Decks.

    a. Decks shall be counted as 50% impervious surface for purposes of impervious surface calculations, except where an impervious surface (e.g. concrete or asphalt) exists directly beneath the deck.

    b. Deck railings are permitted up to 4’ in height, measured from the floor of the deck.

    c. Decks may have one privacy wall, which is subject to the following:

        a. Privacy walls may only be installed along one side of the deck and are limited to twelve (12) feet in length.

        b. Privacy walls are not permitted within the interior side yard setback, corner side yard setback, or front yard setback. Townhouses and attached single-family dwellings are permitted to have a privacy wall within the interior side yard setback if it is located along a shared party line.

        c. Privacy walls are limited to a maximum height of eight (8) feet high, which is measured from the floor of the deck.

        d. Privacy walls must be connected to a deck or patio and are not permitted as standalone structures.

        e. Privacy wall materials are treated as fences with regards to permitted materials.

5. Electrical Generators. All maintenance runs must occur between the hours of 9AM and 6PM.

6. Electric Vehicle Charging Stations.

   a. Private (restricted-access) electric-vehicle (EV) charging stations are permitted as accessory uses in all zoning districts.

   b. Public electric vehicle charging stations are permitted as accessory uses to allowed nonresidential uses in all zoning districts.

   c. Electric vehicle charging stations may be counted toward satisfying minimum off-street parking space requirements.

   d. Public electric vehicle charging stations must be reserved for parking and charging electric vehicles.

   e. Equipment. Vehicle charging equipment must be designed and located so as to not impede pedestrian, bicycle or wheelchair movement or create safety hazards on sidewalks. Equipment is subject to the lot and building regulations of the subject zoning district unless otherwise expressly stated.

   f. Maintenance. Electric vehicle charging stations must be maintained in all respects, including the functioning of the equipment. A phone number or other contact information must be provided on the equipment for reporting when it is not functioning or when other problems are encountered.

7. Fences.

   a. General Requirements.

      a. No fence shall be erected within the Village without first obtaining a building permit. In addition, replacement of fifty percent (50%) or more of the total area of an existing fence requires a building permit.

      b. All fences shall be measured from grade of the ground adjacent to the fence, unless otherwise specified.

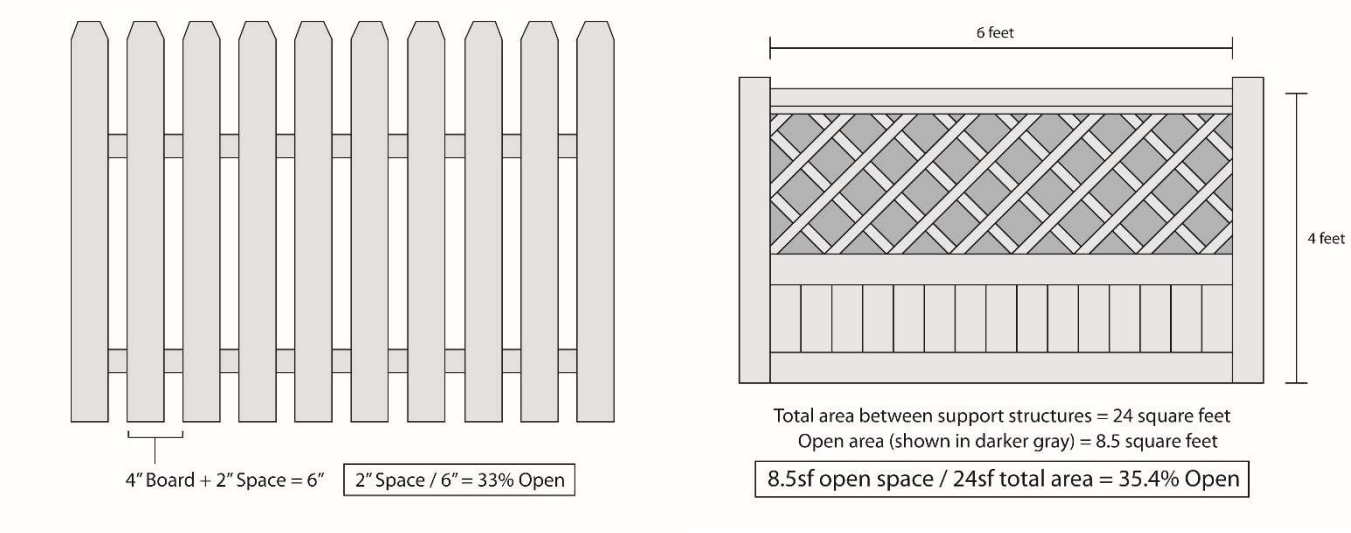
      c. Fences for utilities and public recreational uses in any district shall be subject to the regulations of subsection v below.

      d. Three (3) inches of clearance shall be allowed from grade to the bottom of the fence and not count towards the overall height of the fence to prevent fences from being buried in the ground.

      e. An open fence shall be defined as a fence which has, between each support structure, thirty-three percent (33%) or more of its surface area open, defined as allowing a direct view through the fence from a position perpendicular to the fence. A solid fence shall be defined as a fence which has less than thirty-three percent (33%) of its surface area open (See Figure: 20.36-22: Examples of Fences that Meet the 33% Openness Requirement).

      f. For the purposes of this section, masonry walls are considered solid fences.

FIGURE 20.36-22: EXAMPLES OF FENCES THAT MEET THE 33% OPENNESS REQUIREMENT.



b. Fence Construction and Design Requirements.

a. If there is an unfinished side of a fence, the finished side of all fences shall face away from the lot on which it is located. Both sides of all fences shall be similar in design, construction, and appearance.

b. All fence posts shall be placed on the inside of the fence.

c. A fence or wall, including all posts, bases, and other structural parts shall be located completely within the boundaries of the lot on which it is located.

d. Fences shall only be constructed of the following materials:

(a) Treated wood, pine, cedar, or redwood (split rail and stockade fence types are prohibited);

(b) Simulated wood (split rail and stockade fence types are prohibited);

(c) Decorative brick or stone;

(d) Wrought-iron or simulated wrought-iron;

(e) Vinyl.

(f) The Zoning Administrator may approve additional fence materials that are professionally manufactured but not listed above.

c. Permitted Fence Locations:

a. Fences located parallel to the front lot line, between the side lot line and the structure, and at or behind the front building line, may be solid or open fences and are limited to a maximum height of six (6) feet. Fences located in front of the front building line, including fences parallel to the front and side lot lines, must be open fences and are limited to a maximum height of three (3) feet. The front building line is the front façade of the structure, excluding projections such as porches, bay windows and attached garages. However, on a corner lot, the fence at or behind

the front building line between the building and a corner lot line meet corner side lot line fence requirements.

b. Fences located parallel to the interior side lot line, between the front building line and the rear lot line, may be solid or open fences and are limited to a maximum height of six (6) feet.

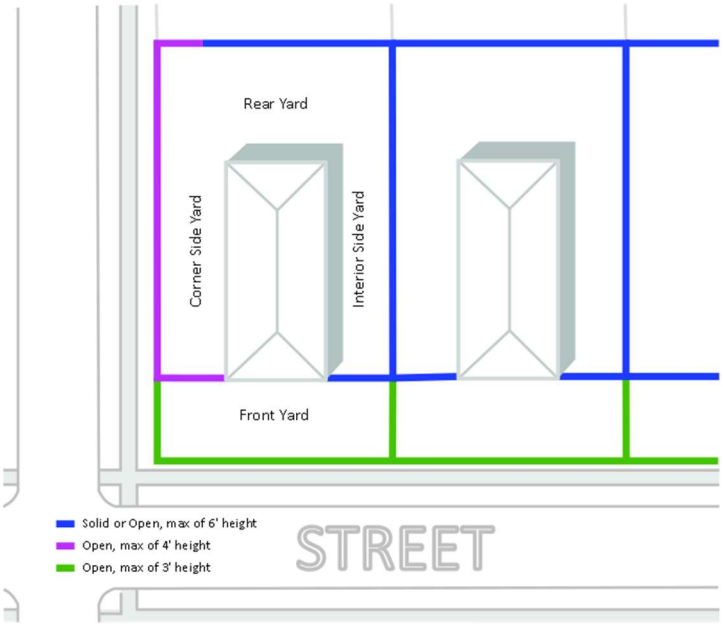
c. Fences located parallel to the corner side lot line, between the front building line and the rear lot line, must be open fences and are limited to a maximum height of four (4) feet. However, the area along the rear lot line that is within the corner side yard is also subject to this regulation.

d. Fences located parallel to the rear lot line, between side lot lines, may be solid or open fences and are limited to a maximum height of six (6) feet. However, on a corner lot, the area along the rear lot line that is within the required corner side yard must meet corner side lot line fence requirements.

e. When a residential lot abuts a County or State highway or tollway, or nonresidential use, the residential lot owner or the abutting nonresidential lot owner are permitted to erect an eight (8) foot fence along the rear or interior side lot lines that abut such use.

f. Fences are permitted are shown in Figure 20.36-23: Permitted Fence Locations.

FIGURE 20.36-23: PERMITTED FENCE LOCATIONS



d. Fences for Utilities and Public Recreational Uses.

a. Whenever the lot line of a utility or public recreational use abuts a residential district, or whenever a utility use fronts on a public right-of-way, the use shall be fenced. In addition to the fencing, shrubs a minimum of five (5) feet in height shall be planted along the fence.

b. Utility uses shall be fenced. Wrought iron, masonry, or other similar material shall be used for a utility facility. Such fences shall be a maximum height of eight (8) feet. Such fences may be located in any yard and are not required to be open.

e. Public recreation areas may be enclosed along their boundaries (i.e., all yards) with an open type of fence to a height not to exceed eight (8) feet. Tennis courts and other similar uses may be fenced in accordance with national standards for such uses.

f. Fences Installed in Utility or Drainage Easements. Fences may be installed or constructed across or upon certain utility or drainage easements located on the owner's property upon the issuance of a permit provided that the following conditions are met:

a. No fence shall be installed or constructed across or upon any access easement or pedestrian walkway.

b. No drainage easement, stormwater management easement, special "A" drainage easement, drainage swale, overland flow path, or storm inlet (individually and collectively referred to in this chapter as "drainage easement") shall be altered or in any way impeded by such fence. A minimum clearance of three (3) inches from the bottom of the fence to the ground shall be maintained at all times on fences installed or constructed within the drainage easement.

c. Prior to digging postholes within the utility or drainage easement, the property owner or contractor shall notify J.U.L.I.E. (Joint Underground Location Information for Excavators) of the proposed work and obtain from J.U.L.I.E. all information relating to the location and depth of all underground pipes, conduits, wires and other apparatus within the utility or drainage easement.

d. Prior to installing fence posts within the utility or drainage easement, the property owner or contractor shall notify the Village and request an inspection of the postholes.

e. All owners of the property on which the fence is installed or constructed and contractors performing work thereon shall be jointly and severally responsible for any damage to any pipes, conduits, wires and other apparatus within the utility or drainage easement.

f. No further improvements, additions or alterations may be performed on such fence or within the utility or drainage easement, without first applying for and receiving a new permit from the Village.

g. It is the property owner's obligation to promptly remove the fence, or such portion of the fence as may be necessary upon notice from the Village or public utility company in order for the Village or public utility company to install, repair, remove, replace, maintain, or do other work on such pipes, conduits, wires or other apparatus within the utility or drainage easement. If the property owner fails to do so in a timely manner or if there is an emergency as determined by the Village or public utility company, the Village or public utility company may remove the fence, or such portion of the fence as may be necessary to do work within the utility or drainage easement and may invoice the owner for the cost of removal of said fence in the easement.

h. The Village or public utility company and their contractors, employees and agents shall have no liability for the removal or damage to such fence in the course of performing any work on such pipes, conduits, wires or other apparatus within the utility or drainage easement and the property owner shall be responsible, at his/her

cost, for the repair or reinstallation of any portion of the fence damaged or removed.

i. This section shall be referenced in all fence permits regarding fences to be installed or constructed within a utility or drainage easement, and the permit shall state that it is conditioned on the property owner and his contractor fully complying with this section. The obligations and responsibilities of the property owner under this section shall apply to the property owner applying for and receiving the fence permit and all subsequent owners of the property.

g. Fencing utilized for outdoor entertainment areas and outdoor dining areas are also regulated under 20.36.060(C)14. And 20.36.060(C)20.

h. Nonconforming Fences. A nonconforming fence may be maintained. Maintenance is defined as incidental repairs and/or replacement to less than fifty percent (50%) of the total area of an existing fence. No such maintenance shall expand any existing or create any new nonconformity. Replacement of more than fifty percent (50%) of the total area of an existing nonconforming fence requires the entire fence to be brought into conformance. Replacement of more than fifty percent (50%) of the total area requires a building permit.

8. Garages, Detached. The following design standards apply to all detached garages. Attached garages shall not be considered an accessory structure and are subject to the requirements of Section 20.36.050(I) (Attached Garages).

a. A detached garage is prohibited if the principal structure has a functioning attached garage. A functioning attached garage shall be defined as having a driveway that leads to the attached garage and the presence of a garage door.

b. Detached garages may be loaded from an alley or detached and placed behind the primary structure.

c. A detached garage shall not exceed a maximum of fifteen (15) feet in height, measured from the center of the tallest part of the building down to the adjacent grade. For a gable, hip, shed, gambrel, or other similar roof type, the measurement should be to the average mean of the building as measured from the top of the wall to the top of the ridge. A flat roof shall be measured to the highest point of the top of the roof. However, a detached garage may be constructed to a taller height with approval of a special use permit in order to match the roof pitch of the principal structure. As part of the special use permit application, the applicant must demonstrate that the increased height is necessary to match the roof pitch.

d. The area above the vehicle parking spaces in a detached garage may be utilized for storage, but not habitable space and may not contain a kitchen, bathroom or sleeping area.

e. Detached garages shall not exceed six-hundred seventy-six (676) square feet for single-family, two-family, single-family attached, stacked flats, and townhouse project types. Detached garages may exceed six-hundred seventy-six (676) square feet for multi-family units where a garage structure serves more than four residential units, provided the separate garage space for each residential unit does not exceed five-hundred seventy-six (576) square feet.

f. Detached garages are permitted in the rear, interior side, and corner side yards. Detached garages shall be located a minimum of five (5) feet from any rear lot line or corner side lot line and three (3) feet from an interior side lot line.

g. If a lot abuts a public alley, a detached garage shall be constructed so that access is from the public alley.

h. Detached garages constructed after the date of adoption of this Ordinance shall be complementary of the architecture and design of the principal building.

i. Complementary of design includes use of the same palette of materials as the principal building, roofing, roof pitch, trim and colors.

ii. A minimum of twelve (12) inch gable end ladder overhang (eave) and twelve (12) inch roof rake must be provided on all rooflines, gable ends, and edges creating a soffit.

iii. Gable ends shall include architectural details such as corbels, windows, vents, fretwork or similar.

iv. Only materials permitted under Table 20.36-9: Permitted Building Materials may be used on the exterior of a detached garage.

9. Gazebo, Detached. Detached gazebos are permitted in the rear yard, provided they comply with the following requirements.

a. Gazebos shall be limited to a maximum area of 200 square feet.

b. Gazebos shall be limited to fifteen (15) feet in height as measured from the floor of the gazebo to the peak of the roof.

c. The gazebo shall be set back a minimum of five (5) feet from any lot line.

d. Detached gazebos may have screens and glass or plastic windows.

e. Gazebo structures of a similar type to lawn furniture with canvas or fabric sides are considered temporary structures and do not require a permit.

10. Home Occupations. The following standards are intended to ensure that home occupations, conducted in a dwelling, are compatible with the neighborhoods in which they are located and do not interfere with the rights of the surrounding property owners to enjoy the established character of the neighborhood.

f. The home occupation shall be conducted entirely within the dwelling and shall be clearly incidental and secondary to the use of the dwelling for residential purposes.

g. No more than thirty percent (30%) or six hundred (600) square feet of the residential dwelling, including any garage or accessory building, whichever is less, shall be used in the conduct of the home occupation.

h. A home occupation shall not be established prior to the member(s) of the family conducting the home occupation taking possession of, and residing in, the dwelling.

i. No person other than an occupant residing on the premises shall be employed as part of a home occupation.

j. The home occupation shall be conducted completely within the residential dwelling, including any garage or accessory building. The outside display or storage on the premises of equipment, materials, supplies and/or goods, wares and merchandise is prohibited. The entrance to the space devoted to a home occupation shall only be from within the residential dwelling.

k. No goods, wares and merchandise shall be displayed, sold, or offered for sale at either retail or wholesale within the residential dwelling or on the premises where the home occupation is being conducted. This provision shall not apply to house parties, such as where housewares, cosmetics and similar items are demonstrated and offered for sale on an occasional basis. Sale, repair, or manufacturing of firearms is prohibited as a home occupation.

l. Vehicular traffic and on-street parking shall not be increased by the home occupation. The conduct of any home occupation shall not reduce areas or render unusable areas provided for off-street parking or prevent the number of cars intended to be parked in a garage from doing so.

m. The receipt, sale or shipment of deliveries shall not be permitted on or from the premises, with the exception of regular U.S. mail and/or an express shipping service that is characteristic of service to residential neighborhoods.

n. There shall be no display, activity or environmental manifestation that will indicate from the exterior of the residential dwelling in which a home occupation is being conducted that such residential dwelling is being used in whole or in part for anything other than residential purposes. The home occupation shall not create noise, dust, vibration, smell, smoke, glare, electrical interference, fire hazard, or any other hazard or nuisance to any greater or more frequent extent than usually experienced in an average residential occupancy within a residentially zoned district under normal circumstances where no home occupation exists.

o. Home occupations shall not generate refuse exceeding amounts typically produced by an average residential occupancy within a residentially zoned district under normal circumstances where no home occupation exists.

p. No alteration of any kind shall be made to the residential dwelling where a home occupation is conducted that would change its residential character, including, but not limited to, the enlargement of public utility services, cooking facilities, or driveway or parkway areas beyond the capacities customarily required for residential use. No sign shall advertise the presence or conduct of a home occupation that is visible from any public or private street.

q. Any type of motor vehicle service and repair is a prohibited home occupation.

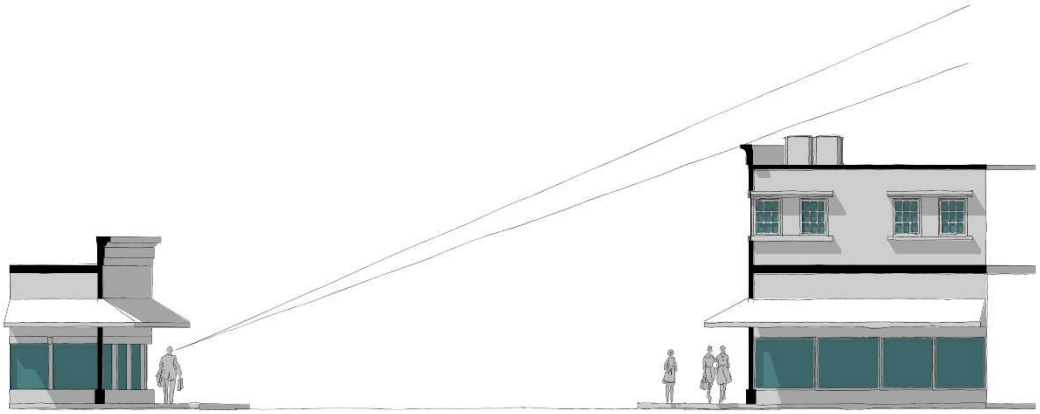
r. Day care homes are not considered a home occupation and are subject to the regulations set forth in this Ordinance.

11. Mechanical Equipment.

a. Roof-Based Mechanical Equipment.

i. Any mechanical equipment located on the roof of any structure in any zoning district shall be screened when visible from the adjoining lot or right-of-way, excluding alleys. The roof structure, parapet walls, or other screening structure must screen the equipment. Such screening shall be designed to blend in with and complement the architecture of the building. See Figure 20.36-24: Roof-Mounted Equipment Screening for illustration of regulations.

FIGURE 20.36-24: ROOF-MOUNTED EQUIPMENT SCREENING



b. Ground-Based Mechanical Equipment.

i. All nonresidential, mixed-use, or multi-family ground-based mechanical, including, but not limited to, HVAC units, shall be completely screened when visible from the adjoining lot or public right-of-way, excluding alleys. Screening materials may be masonry, wood, landscaping, or other opaque material, and shall effectively screen mechanical equipment so no portion is visible from a street or adjoining lot (with the exception of equipment located in the rear yard). Color and texture of a masonry screen wall shall be compatible with the color and texture of the principal building on the site.

ii. Ground-based mechanical equipment is discouraged. Wherever possible, mechanical equipment shall be contained within buildings or shall be roof mounted.

iii. All ground-based mechanical equipment shall be located only in the rear of the building or in an interior side yard.

iv. In all districts, all ground-based mechanical equipment including, but not limited to, heating, ventilating, and air-conditioning (HVAC) units, may be located in the interior side or rear yard but must be located at least five (5) feet from a rear lot line and three (3) feet from an interior side lot line. Ground-based mechanical equipment is prohibited in the front or corner side yard.

12. Outdoor Sales and Display. Retail goods establishments are allowed outdoor sales and display of merchandise, by either a storeowner or occupant, within the same zoning lot in all Downtown Commercial Districts. Outdoor sales and display must meet the following conditions:

a. The items permitted to be offered in outdoor sales and display areas include, but are not limited to, building or garden supplies for retail sale, nursery plants, equipment for household use, and other household items that are typically used or stored outdoors. Permanent outdoor sales and display areas for motor vehicle sales are subject to the requirements under Section 20.60.150 (C).

b. Outdoor sales and Display areas cannot exceed 15% of the gross lot area or 30,000 square feet, whichever is less.

c. No Outdoor sales and display areas shall be permitted in any public right-of-way or obstruct pedestrian or vehicular traffic and cannot be placed in required landscaped yards.

d. It should be ADA accessible with at least a 5-foot clearance.

e. Outdoor sales and display areas must be paved. They must also have a marked pedestrian walkway.

f. No sales and display areas shall cover parking spaces needed to meet the minimum parking requirement.

13. Patios.

    a. Patios may have one privacy wall, which is subject to the following:

        a. Privacy walls may only be installed along one side of the patio and are limited to twelve (12) feet in length.

        b. Privacy walls are not permitted within the interior side yard setback, corner side yard setback, or front yard setback. For townhouses and attached single-family dwellings are permitted to have a privacy wall within the interior side yard setback if it is located along a shared party line.

        c. Privacy walls are limited to a maximum height of eight (8) feet high, which is measured from the floor of the patio.

        d. Privacy walls must be connected to a deck or patio and are not permitted as standalone structures.

        e. Privacy walls materials are treated as fences with regards to permitted materials.

14. Porches.

    b. Both enclosed and unenclosed porches must meet all minimum yard requirements.

    c. Enclosed porches may be used to satisfy build-to-line requirements, which must complement the architecture of the primary structure.

15. Private Free Libraries.

    d. A building permit is required and must include a sketch of the proposed structure with dimensions and materials.
    e. Private Free Libraries must be within a permanently installed structure that meet the following:

        i. The overall height of the structure must not exceed six (6) feet above grade.

        ii. The bulk of the structure may not exceed more than three (3) feet wide, three (3) feet tall, and three (3) feet deep.

        iii. Private Free Library structures shall be constructed of durable, weatherproof materials and shall be maintained and kept in good condition and repair by the owner and/or occupant of the property on which it is located.

        iv. Private Free Library structures shall not be located in a public right-of-way.

        v. Private Free Library structures shall be located only in the front yard or corner side yard of the property on which it is located.

        vi. Private Free Library structures shall not be placed in a sight triangle and shall not obstruct the vision of pedestrians, motorists, or bicyclists.

vii. Where a sidewalk is present, Private Free Library structures shall be set back at least one (1) foot from the sidewalk. No overhang is permitted within the one-foot setback.

viii. Drainage and snow removal shall not be impeded by the Private Free Library structures.

ix. Private Free Library structures shall not be placed in an easement.

x. Private Free Library structures shall not have electrical hookups.

xi. Private Free Library structures may have solar or battery power to provide lighting for the structures.

16. Propane Storage Cabinets. Propane storage cabinets are permitted for retail uses and may be located on the exterior of a structure in accordance with the section.

f. Propane storage cabinets must be placed against the exterior of the principal building and cannot encroach into any public right-of-way or into any required yard or parking.

g. Propane storage cabinets must be placed so that customers accessing these units do not block the public right-of-way.

h. Propane storage cabinets must not exceed eight (8) feet in height, four (4) feet in width and five (5) feet in length.

i. The only sign permitted is the word “PROPANE.” The size of the sign is limited to one (1) square foot in area.

j. The color of these cabinets must be unobtrusive. Propane storage cabinets placed against the exterior of the building may be steel gray or neutral tones only.

k. The area surrounding the propane storage cabinets must be kept free of any junk, debris, or other material.

17. Refuse Containers and Recycling Containers.

l. Containers shall be located only to the rear or side of the building. No refuse containers shall be located within the front or corner side yard, or within five (5) feet of a lot line.

m. For all Multi-Family, non-residential uses, and other properties required to provide common or commercial trash collection areas, the following additional standards apply to refuse containers and recycling containers:

i. Refuse containers and screening are prohibited in front of a primary structure. If feasible, landscape material must be planted around the perimeter.

ii. All containers shall be fully enclosed. Refuse screening visible from a public right-of-way or common pedestrian or multi-use path or by residential units must be decorative in nature and shall be constructed of masonry, CMU block or split face block with a decorative pattern or other material, or a combination of wood/metal with walls at least five (5) feet in height, which must be at least six-inches taller than the refuse container, and provided with gates to contain trash. Chain link fencing, chain link with slats, and chain link with mesh is prohibited. The materials or colors used for the screen wall shall complement the architecture of the building,

iii. Screening that is not visible from a public way may, in addition to Section20.36.080(14)(b)(i) above, be made out of wood, vinyl, or nondecorative CMU block.

iv. Refuse screening that is placed within ten (10) feet to residential units must have a roof to limit unsightliness and emanating odors.

v. Shared containers and enclosures among adjacent properties are encouraged.

18. Satellite Dish Antennas.

n. General Requirements.

i. Satellite dish antennas shall be permanently installed on a building, in the ground or on a foundation, and shall not be mounted on a portable or movable structure.

ii. Subject to operational requirements, the dish color shall be of a neutral color, such as white or grey, and shall blend with the surroundings as best as possible. No additional signs or advertising shall be permitted on satellite dish itself, aside from the logos of the satellite dish service provider and/or dish manufacturer.

iii. Cables and lines serving ground-mounted satellite dish antennas shall be located underground.

iv. Compliance with all federal, state, and local regulations shall be required in the construction, installation, and operation of satellite dish antennas.

v. All exposed surfaces of the antenna shall be kept clean, and all supports shall be painted to maintain a well-kept appearance. Antennas no longer in use must be removed.

o. Small Satellite Dish Antennas (One Meter or Less in Diameter)

i. Small satellite dish antennas, which are one (1) meter or less in diameter, shall be subject to the general requirements of Paragraph 1 above. Every effort shall be made to install small satellite dish antennas in locations that are not readily visible from neighboring properties or from the public right-of-way.

p. Large Satellite Dish Antennas (One Meter or More in Diameter).

i. Residential Districts

(a) Large satellite dish antennas are permitted only in the rear yard and shall be set back a distance from all lot lines that is at least equal to the height of the dish, but in no case less than five (5) feet from any lot line.

(b) The overall height of a large satellite dish antenna shall not exceed twelve (12) feet.

(c) A large satellite dish antenna shall be located and screened so that it cannot be readily seen from public streets or adjacent properties. Screening shall include fences, plant materials and/or earth berms located to conceal the sides and rear of the antenna and its support structure. Plants shall be, at minimum, five (5) feet tall at the time of installation.

b. Non-Residential Districts

(a) A large satellite dish antenna is permitted only in the rear or interior side yard and shall be set back a distance from all lot lines that is at least equal to the height of the dish, but in no case less than five (5) feet from any lot line.

(b) Roof-mounting shall be permitted only if the satellite dish antenna is in scale with the overall building mass and location and shall be screened by an architectural feature. The visible portion of the dish shall not comprise more than twenty-five percent (25%) of the corresponding height or width of the screen.

(c) Ground-mounted satellite dish antenna shall provide screening, which includes fencing, berming, or landscaping to accomplish the following:

(i) All ground-mounted accessory equipment and the lower part of the support structure shall be completely screened.

(ii) Where feasible, trees shall be installed to the side and rear of the antenna and at a height/elevation equal to the tallest portion of the dish.

19. Sheds.

a. Sheds are permitted in the rear yard and the side yard.

b. Sheds shall be located a minimum of five (5) feet from any rear lot line and three (3) feet from a side lot line.

c. The maximum height of any shed shall be fifteen (15) feet.

d. No shed shall exceed one-hundred forty-four (144) square feet.

e. Sheds are subject to the following permitted materials:

i. Wood or simulated wood (excluding plywood);

ii. Resin, plastic, vinyl, or high-density polyethylene;

iii. Metal (prefabricated shed kits only);

iv. Brick or stone;

v. The Zoning Administrator may approve additional shed materials that are professionally manufactured but not listed here.

f. It is the property owner's obligation to promptly remove the shed or such portion of the shed as may be necessary upon notice from the Village or public utility company in order for the Village or public utility company to install, repair, remove, replace, maintain, or do other work on such pipes, conduits, wires or other apparatus within the utility or drainage easement. If the property owner fails to do so in a timely manner or if there is an emergency as determined by the Village or public utility company, the Village or public utility company may remove the shed or such portion of the shed as may be necessary to do work within the utility or drainage easement and may invoice the owner for the cost of removal of said shed in the easement.

g. The Village or public utility company and their contractors, employees and agents shall have no liability for the removal or damage to such shed in the course of performing any work on such pipes, conduits, wires or other apparatus within the utility or drainage

easement and the property owner shall be responsible, at his/her cost, for the repair or reinstallation of any portion of the shed damaged or removed.

h. This section shall be referenced in all shed permits regarding sheds to be installed or constructed within a utility or drainage easement, and the permit shall state that it is conditioned on the property owner and his contractor fully complying with this section. The obligations and responsibilities of the property owner under this section shall apply to the property owner applying for and receiving the shed permit and all subsequent owners of the property.

20. Solar Energy Systems.

a. Solar energy systems as an accessory structure are allowed by right in the C-5 zoning district subject to the following development and design standards which are intended to promote the safe and efficient construction, installation, and operation of solar energy systems while protecting the character and appearance of surrounding neighborhoods or area in which they are located through compatible design. This ordinance also seeks to protect the health and well-being of those residing or working in close proximity to solar energy systems.

b. A solar energy system may be building-mounted or ground-mounted.

c. Solar collectors must be placed so that concentrated solar radiation or glare is not directed onto nearby properties or roadways.

d. All power transmission lines from a ground-mounted solar energy system to any structure must be located underground.

e. Streamers, pennants, spinners, reflectors, ribbons, tinsel, or similar materials are prohibited. Unobtrusive manufacturer labels and equipment information, warning signs or ownership information is allowed on any equipment of the solar energy system.

f. A solar energy system connected to the utility grid shall provide written authorization from the local utility company acknowledging and approving such connection.

g. Solar storage mechanisms may not be located in a required corner side or front yard. If a solar storage mechanism is mounted to a building façade, to the extent possible such equipment shall be screened or sheathed to conceal the equipment from view from any public right of way. Sheathing may include fencing, cabinets or covers matching the color and/or materials of the façade, and landscaping.

h. Solar energy systems which have ceased to generate energy for a period of 12 consecutive months shall be removed from the property within 180 days from the date of decommission or notice by the Village of Mundelein to ensure they are properly removed after their useful life. Removal of decommissioned system shall be the responsibility of the property owner. The Village may request an inspection or documentation to demonstrate the functionality of a solar energy system. If an inspection is denied or documentation demonstrating the functionality of the system is not provided within thirty days of the Village's request, the Village may determine the solar energy system to be obsolete and may require its removal within 180 days.

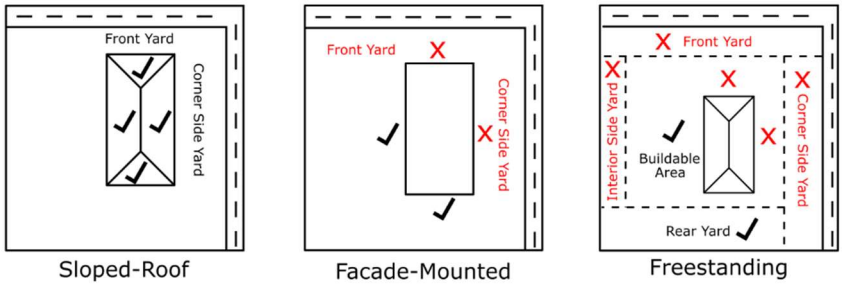
i. Installed Solar Energy Systems shall be listed (e.g., Underwriters Laboratories)

j. Solar Collectors shall be neutral in color. Roof-mounted and façade-mounted collectors shall generally match the color of the surface upon which they are installed or complement existing architectural elements.

k. Solar Energy Systems installed for the primary purpose of providing energy to remote public infrastructure (e.g., traffic control devises, streetlamps, stormwater infrastructure) for municipal or public service are exempt from the standards of this section.

l. Solar Collectors are permitted as shown in Figure 20.36-25: Permitted Solar Collector Locations.

FIGURE 20.36-25: PERMITTED SOLAR COLLECTOR LOCATIONS



m. Building-Mounted Systems.

i. A building mounted system may be mounted on a principal building or accessory structure.

n. When mounted on a roof:

i. For sloped roof forms, including accessory structure roofs, mounting is permitted on all sides of a roof. Roof-mounted solar energy systems on structures with a sloped roof are exempt from the accessory structure and zoning district height standards; however, they shall be flush-mounted and may not project more than one foot above the roof, as measured perpendicularly from the surface upon which they are installed.

ii. For flat roof forms, including accessory structure roofs, roof-mounted solar energy systems are exempt from the accessory structure and zoning district height standards; however, they may not project more than six feet above the roof, as measured perpendicularly from the surface upon which they are installed.

o. When mounted on a façade:

i. Mounting is permitted on all building facades.

(a) If the front and corner facade is the location that optimizes solar access, special use approval is required. Such equipment shall be located, screened, or sheathed to conceal the equipment from view from any public right of way or shall be incorporated into the building architecture.

b. Solar energy systems may project up to four (4) feet from a facade.

(a) Façade-mounted solar energy systems may project into a required yard but must be a minimum of five (5) feet from any property line.

p. Freestanding Systems.

i. A freestanding system is permitted only in the rear yard or within the buildable area of a lot and must be setback a minimum of five (5) feet from any lot line. Freestanding systems may not be located between a principal building and a property line abutting a public street.

(a) If the front or corner side yard is the location that optimizes solar access, special use approval is required for any freestanding solar system.

ii. A freestanding solar energy system shall not exceed the maximum building height for accessory buildings for any freestanding solar energy system.

iii. Single-family residential lots twenty thousand square feet or less in size are limited to a total of one hundred square feet in area of panels. Single-family residential lots over twenty thousand square feet up to forty-thousand square feet in area are limited to a total of two hundred square feet in area of panels. There is no limitation for lots of forty-thousand square feet or more in area.

21. Swimming Pools and Hot Tubs.

q. All swimming pools and hot tubs shall comply with the requirements of the Village Code.

r. Swimming pools are only permitted in rear yards.

22. Wind Energy Systems

Wind energy systems are subject to the following height restrictions:

s. The maximum height of any ground-mounted wind turbine is sixty-five (65) feet or twenty (20) feet above the tree line, whichever is greater.

t. The maximum height of any roof-mounted wind turbine mounted upon a detached accessory structure is fifteen (15) feet above the maximum permitted height for such structure. The maximum height of any roof-mounted wind turbine mounted upon a principal structure is ten (10) feet above the maximum permitted height for such structure.

u. For purposes of this particular zoning item, maximum height is the total height of the turbine system including the tower, and the maximum vertical height of the turbines blades. Maximum height therefore is calculated measuring the length of a prop at maximum vertical rotation to the base of the tower. The maximum height of any ground-mounted wind energy system is measured from the length of a prop at maximum vertical rotation to grade.

v. No portion of the turbine blades may be within fifteen (15) feet of the ground.

w. Ground-mounted wind energy systems may be located in the rear yard only. No part of the wind energy system structure, including guy wire anchors and blades, may extend closer than ten (10) feet to the property boundaries of the installation site. The tower must be setback from all lot lines equal to the height of the system.

x. All wind energy systems must be equipped with manual (electronic or mechanical) and automatic over speed controls to limit the blade rotation speed to within the design limits of the residential wind energy system. All wind turbines shall be equipped with automatic and manual braking systems. The owner shall immediately cease operations as reasonably requested.

y. The turbine's shadow flicker shall not fall on any window of an existing residential

dwelling or within the buildable areas, as defined by current yard requirements of a residentially zoned lot.

z. As measured at its widest point, the width of a building-mounted turbine shall not exceed twenty percent (20%) of the width of the building's front elevation for residential buildings and fifty percent (50%) of the width of the building's front elevation for non-residential buildings.

aa. The turbines surface finish shall be flat or matte, so as to reduce incidence of sun glint. However, de-icing materials that can give a high gloss appearance may be applied to the surface of the blades during winter weather conditions.

bb. Turbines shall not violate Federal Communication Commission (FCC) or other state or local laws by causing electromagnetic interference with communications systems. The determination of degradation of performance and of quality and proper design shall be made in accordance with good engineering practices as defined in the latest principles and standards of the American Institute of Electrical Engineers, the Institute of Radio Engineers and Electrical Industries Association.

cc. Wind energy systems may not exceed sixty (60) dBA, as measured at the closest neighboring inhabited dwelling. The level, however, may be exceeded during short-term events such as utility outages and/or severe windstorms.

dd. Wind turbines must be approved by a small wind certification program recognized by the American Wind Energy Association (AWEA) or the U.S. Department of Energy. Non-certified residential wind turbines must submit a description of the safety features of the turbine prepared by a registered mechanical engineer.

ee. Turbines shall not be artificially lighted unless required by the Federal Aviation Administration (FAA) or other appropriate authority. Any required lighting shall be shielded so that no glare extends beyond the property line.

ff. Wind energy systems must comply with applicable FAA regulations, including any necessary approvals for installations close to airports.

gg. Turbines shall have no advertising material, writing, picture or sign other than warning, turbine tower identification, or manufacturer or ownership information. This prohibition includes the attachment of any flag, streamers, ribbons, spinners or waving, fluttering, or revolving devices.

hh. Building permit applications for wind energy systems must be accompanied by a line drawing of the electrical components in sufficient detail to allow for a determination that the manner of the installation conforms to all electrical codes.

ii. No wind energy system may be installed until evidence has been given that the utility company has been informed of the customer's intent to install an interconnected customer-owned generator. Off-grid systems are exempt from this requirement.

jj. Should a turbine become inoperable, or should any part of the turbine become damaged, or should the turbine violate a permit condition, the owner shall cease operations immediately and remedy the condition promptly.

B. C-5 district permitted encroachments.

An encroachment is the extension or placement of any structure or building, or component of such, into a required yard. Unless otherwise specified, accessory structures may not encroach further than three (3) feet from a side lot line or five (5) feet from a rear lot line. Additional restrictions on permitted encroachments, including additional yard requirements and bulk

regulations, can be found in Section 20.36.080(A) (Accessory Structures and Uses) above and are referenced within the following table. Permitted encroachments are found in Table 20.36-10: Permitted Encroachments.

TABLE 20.36-10: PERMITTED ENCROACHMENTS Y= Permitted // N= Prohibited			
ENCROACHMENT	**REQUIRED YARD**		
	FRONT YARD, CORNER SIDE YARD	**INTERIOR SIDE YARD (Applies only between the required front yard setback and the rear wall of the principal structure)**	**REAR YARD**
Accessibility Ramp	Y	Y	Y
Air Conditioner Window Unit - No more than 18" into any required yard	Y	Y	Y
Amateur (HAM) Radio Equipment - Subject to Section 20.36.080(A)(3)	N	N	Y
Arbor or Trellis	Y	Y	Y
Awning & Canopy (Non-Sign, Residential Use)	Y	Y	Y
Balcony	Y	N, except in Multi-Family	Y
Bay Window - No more than 3' into required yard	Y	N	Y
Chimney - No more than 2' into a required yard	Y	N	Y
Compost Bin - Shall be located in rear yard only	N	N	Y, but 5' from any lot line
Deck - Subject to Section 20.36.080(A)(4)	N	N	Y

TABLE 20.36-10: PERMITTED ENCROACHMENTS Y= Permitted // N= Prohibited			
ENCROACHMENT	**REQUIRED YARD**		
	FRONT YARD, CORNER SIDE YARD	**INTERIOR SIDE YARD (Applies only between the required front yard setback and the rear wall of the principal structure)**	**REAR YARD**
Driveway - May go up to property line	Y	Y	Y
Eaves (Principal Structure) - No more than 18" into a required yard	Y	Y	Y
Electrical Generator - Subject to Section 20.36.080(A)(5)	N	N	Y
Electric Vehicle Charging Station - Subject to Section 20.36.080(A)(6)	Y	Y	Y
Exterior Stairwells - No more than 4' into a required yard	N	N	Y
Fence - Subject to Section 20.36.080(A)(7) - May go up to property line	Y	Y	Y
Fire Escape	Y	Y	Y
Flagpole - No more than 3 per zoning lot - Not to exceed 35' in height	Y	N	Y
Garage, Detached (residential) - Subject to Section 20.36.080(A)(8)	N – Front yard Y – Corner Side Yard	Y	Y
Gazebo - Subject to Section 20.36.080(A)(9)	N	N	Y
Hedges	Y, but to a maximum height of 3'	Y	Y
Mechanical Equipment, Ground-Mounted (Central air conditioning, heating, ventilating, compressors, etc.) - Subject to Section 20.36.080(A)(11)	N	Y	Y

TABLE 20.36-10: PERMITTED ENCROACHMENTS Y= Permitted // N= Prohibited			
ENCROACHMENT	REQUIRED YARD		
	FRONT YARD, CORNER SIDE YARD	INTERIOR SIDE YARD (Applies only between the required front yard setback and the rear wall of the principal structure)	REAR YARD
Ornamental Lighting, Lamp Posts, & Lawn Decorations (Benches, statues, birdbaths, sculptures, etc.) - Subject to view obstruction and exterior lighting regulations	Y	Y	Y
Outdoor Fireplaces - Located in the rear yard only	N	N	Y, but 10' from any lot line
Patio or Terrace - Subject to Section 20.36.080(A)(13)	N – Residential (except townhouses and multi-family, in which case patios must be set back at least 3 feet from the front property line) Y – Non-Residential	N	Y
Pergola - Limited to a maximum area of 200 square feet.	Y	N	Y
Porch, Enclosed and Unenclosed - Subject to Section 20.36.080(A)(14)	N	N	N
Private Free Libraries - Subject to Section 20.36.080(A)(15)	Y	N	N
Recreational Equipment - Does not include equipment located on park/playground, school, or day care center site - Located 5' from any lot line - Basketball standards & backboards shall be permitted in all setbacks and yards	N	N	Y
Recycling & Refuse Containers -Subject to Section 20.36.080(A)(17)	N	Y	Y

TABLE 20.36-10: PERMITTED ENCROACHMENTS Y= Permitted // N= Prohibited			
ENCROACHMENT	REQUIRED YARD		
	FRONT YARD, CORNER SIDE YARD	INTERIOR SIDE YARD (Applies only between the required front yard setback and the rear wall of the principal structure)	REAR YARD
Satellite Dish Antenna (1 meter or less in diameter) - Subject to Section 20.36.080(A)(18)	Y	Y	Y
Satellite Dish Antenna (More than 1 meter in diameter) - Subject to Section 20.36.080(A)(18)	N	Residential - N Non-Residential - Y	Y
Sidewalk & Private Walkway - May go up to property line - Maximum width of six (6) feet except where an apron is required to connect to another structure	Y	Y	Y
Sills, belt course, cornices & ornamental features of the principal structure - No more than 18" into a required yard	Y	Y	Y
Sheds - Subject to Section 20.36.080(A)(19)	N	N	Y
Steps	Y	Y	Y
Stoops - May be roofed; eaves allowed to extend 1' over stoop area	Y	Y	Y
Solar Collectors – Building-Mounted - Subject to Section 20.36.080(A)(20)	Y	Y	Y
Solar Collector - Freestanding - Subject to Section 20.36.080(A)(20)	N	N	Y
Swimming Pool and Hot Tub - Subject to Section 20.36.080(A)(21)	N	N	Y
Tennis Court - Shall be located in the rear yard only	N	N	Y

TABLE 20.36-10: PERMITTED ENCROACHMENTS Y= Permitted // N= Prohibited			
ENCROACHMENT	REQUIRED YARD		
	FRONT YARD, CORNER SIDE YARD	INTERIOR SIDE YARD (Applies only between the required front yard setback and the rear wall of the principal structure)	REAR YARD
Wind Energy Systems - Subject to Section 20.36.080(A)(22)	N	N	Y

20.36.090 – C-5 district temporary uses and structures.

A. Temporary Use Permit Application.

1. Any person, firm or corporation desiring to obtain a temporary use permit, as required by this section, shall file a written application with the Zoning Administrator on a form provided by the Village.

2. The Zoning Administrator shall grant temporary use permits for those uses listed below so long as he/she determines that the proposed use, complies with the requirements of this section and this Ordinance. Unless expressly provided in this section, every temporary use or structure shall comply with the bulk requirements applicable in the subdistrict in which it is located.

3. Temporary uses not specifically listed here shall require the specific approval of the Village Board. Unless otherwise limited, temporary uses may be allowed in any zoning district, provided that it is consistent with the purpose and intent of this Ordinance and the zoning district in which it is located.

4. Every temporary use shall comply with this Ordinance and all local regulations. The Zoning Administrator or Village Board may impose other conditions, as part of the temporary use permit approval, as necessary to achieve the purposes of this Ordinance, and to protect the public health, safety, comfort, convenience, and general welfare. No temporary use shall be permitted in any district if it would have a significant negative impact on any adjacent property or on the area as a whole.

B. General Provisions.

Every temporary use shall comply with all the requirements listed below.

1. No temporary use shall be permitted that causes, or threatens to cause, an on-site or off-site threat to the public health, safety, comfort, convenience, and general welfare.

2. Every temporary use shall be operated in accordance with such restrictions and conditions as the Fire Department may require. If required by the Village, the operator of the temporary use shall employ appropriate security personnel.

3. No temporary use shall be permitted if the additional vehicular traffic reasonably expected to be generated by such use would have undue detrimental effects on surrounding streets and uses. No temporary use shall block handicapped or fire lanes.

4. No temporary use shall be authorized that would unreasonably reduce the amount of parking spaces available for use in connection with permanent uses located on the lot in question. The Zoning Administrator may make an assessment of the total number of parking spaces that will be reasonably required in connection with a proposed temporary use, on the basis of the particular use, its intensity, and the availability of other parking facilities in the area. The Zoning Administrator shall approve the temporary use only if such parking spaces are provided.

5. No temporary use shall be permitted if it conflicts with another previously authorized temporary use.

6. This section regulates temporary uses that occur entirely on and within the zoning lot. Temporary uses located on the public right-of-way are regulated separately by the Village Code.

C. Permitted Temporary Uses.

1. Carnival/Circus

   Carnivals/circuses shall be evaluated on the basis of the adequacy of the parcel size, parking provisions, traffic access, and the absence of undue adverse impact, including noise, on other properties. These uses need not comply with the yard requirements and the maximum height requirements of this Ordinance. The concessionaire responsible for the operation of any such use shall:

   a. Submit, in advance of the event, a site layout displaying adequate ingress and egress routes for emergency vehicles with no dead-end aisles.

   b. Comply with all local regulations.

   c. Provide refuse containers in the number and locations required by the Village. All containers shall be properly serviced.

   d. Provide for thorough clean-up of the site at the completion of the event.

   e. Provide proof that all amusement devices have been State inspected.

   f. Provide a list of all employees who will be working at the carnival/circus for the duration of the event

   g. Upon written notice from the Village, immediately stop the use of any amusement device or structure found by the Village to pose a threat to the public safety.

2. Christmas Tree Sales Lot and Pumpkin Sales Patch

   Christmas tree sales and pumpkin sales patches shall be evaluated based on the adequacy of the parcel size, parking provisions, traffic access, and the absence of undue adverse impact on other properties. These uses shall be limited to a period not to exceed forty-five (45) days.

3. Farmers Markets

In lieu of a temporary use permit, farmer's markets require a Special Event Permit and must comply with the "Mundelein Farmers' Market Rules of Operation." All vendors must submit a vendor application for approval.

4. House, Apartment, Garage and Yard Sales

   House, apartment, garage, and yard sales are allowed for residential uses, but only when limited to personal possessions of, or arts and crafts made by, the owner or occupant of the dwelling unit where the sale is being conducted. These uses shall be limited to a period not to exceed three (3) consecutive days and no more than three (3) sales shall be conducted from the same residence in any twelve (12) month period. House, apartment, garage, and yard sales are exempt from temporary use permits.

5. Arts and Crafts Shows, and Plant Shows (Indoor or Outdoor)

6. Arts and crafts shows, and plant shows shall be evaluated based on the adequacy of the parcel size, parking provisions, traffic access, and adverse impact on other properties. In residential districts, these uses shall be limited to a period not to exceed three (3) days and no more than three (3) sales shall be permitted in any twelve (12) month period.
7. Sidewalk Sales

   Sidewalk sales are allowed for non-residential uses and shall be in conjunction with, and clearly incidental to, an existing permanent on-site use. Sidewalk sales are permitted to display and sell only merchandise that is found in stores participating in the sidewalk sale. No sidewalk sale shall be permitted for a period of more than five (5) successive days and no more than two (2) sales shall be permitted in any twelve (12) month period.

8. Temporary Outdoor Entertainment Events

   a. Temporary outdoor entertainment events are allowed for non-residential uses.

   b. Temporary outdoor entertainment events will be evaluated on the basis of the adequacy of the parcel size, parking provisions, traffic access, and the absence of undue adverse impact, including noise, on other properties.
   c. The event must take place entirely on private property. However, these uses do not need to comply with the yard requirements of the district.

   d. Temporary outdoor entertainment events are limited to two (2) events per calendar year and a maximum duration of two (2) days per event. If any additional events are requested beyond the permitted two (2) per year, a special use permit is required. If any one event is requested of a duration longer than two (2) days, a special use permit is required.

9. Temporary Outdoor Recreation

   Temporary outdoor recreation is permitted for the commercial uses. Temporary outdoor recreation uses shall be evaluated on the basis of the proposed event, the adequacy of the parcel size, parking provisions, traffic access, and the absence of undue adverse impact, including noise, on other properties.

10. Temporary Contractor Trailers and Real Estate Model Units

    Contractor trailers and real estate model units, including temporary real estate offices accessory to a new development, are allowed when accessory to a construction project or a new development. Contractor trailers shall be limited to a period not to exceed the duration of the active construction phase of such project. Real estate model units, including

temporary real estate offices, shall be limited to the active selling, and leasing of space in such development or six (6) months after issuance of the final occupancy permit, whichever is less. These structures shall not contain any sleeping or cooking accommodations, except those located in a model unit used for demonstration purposes only. No trailer, unit or office shall be used as the general office or headquarters of any firm.

11. Tents

    a. Commercial Uses

       Tents for commercial uses shall be permitted for no longer than fourteen (14) days and must be in conjunction with a special event of a use located on the same lot. Tents must be removed within two (2) days of the end of the event for which it was erected, but in no case may a tent be in place for longer than fourteen (14) days. Unless waived in writing by the Zoning Administrator, every tent shall comply with the bulk requirements applicable to accessory structures. Additionally, the size and location of tents may be restricted where it is determined that it creates parking and/or access problems on the site.

    b. Residential Uses

       Tents for residential uses shall be limited to no more than five (5) days and must be located within the rear yard. These structures shall include tents used for entertainment or assembly purposes that are not intended for living purposes, such as camping and sleeping. Tents within residential districts are exempt from temporary use permits.

12. Temporary Storage Containers

    a. Temporary storage containers are permitted when used for loading or unloading. Containers are permitted on site for a period not to exceed seventy-two (72) hours.

    b. Temporary storage containers shall not be used for permanent storage. They shall not serve as a substitute for permanent storage needs on the site on which they are located. Containers shall not be permanently attached to the ground, serviced with permanent utilities, or stacked on the site.

    c. Temporary storage containers are exempt from temporary use permits.

20.36.100 – C-5 district parking and off-street loading.

A. Parking access and design.

1. The following regulations apply to all lots in the C-5 District.

    a. Locate surface parking lots behind buildings where possible and avoid placing new parking lots at corners.

    b. Locate entrances to private parking facilities on secondary streets or along the rear of the property in order to avoid pedestrian conflicts and breaks in the streetwall.

    c. Install landscaping, low seating walls, or decorative fencing along the edges of surface parking lots that border public walkways.

    d. Provide clear and safe pathways for pedestrian circulation at parking deck entrances.

    e. Each off-street parking space within a parking lot or structure shall open directly upon an aisle or driveway of such width as will provide adequate means of vehicular access

to such parking space. All parking lots or structures shall be provided with appropriate means of vehicular access in a manner that least interferes with traffic movement and must allow the driver of the vehicle to proceed forward into traffic rather than back out.

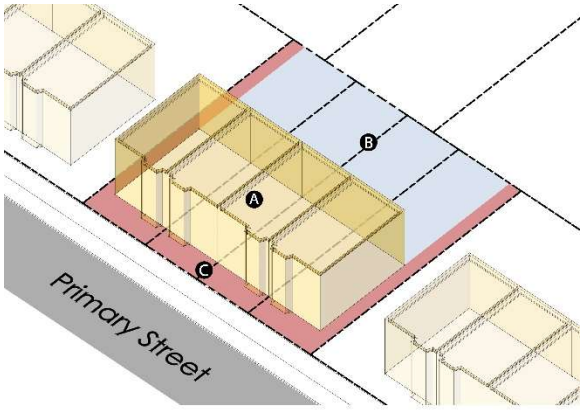
f. Shared Parking. Shared parking between uses is permitted except residential uses.

g. Designated Turn-Around Location. Any parking aisle that does not provide two (2) means of vehicular egress shall provide, at the closed end, a space designated as a turn-around area. This space shall be located at the end of a parking aisle and have dimensions of nine (9) feet wide by nine (9) feet deep. The designated turn-around area must include a "No Parking" sign.

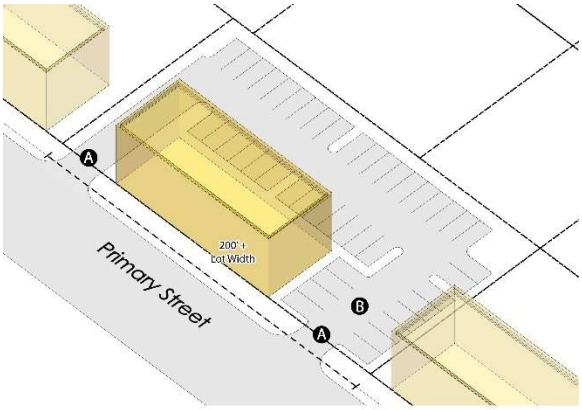
h. One (1) aisle of parking may be located in an interior side yard or between two (2) principal buildings if the development is a non-residential or mixed-use project type with a lot width of two hundred (200) feet or more, in which case the interior side yard requirement does not apply (see Figure 20.36-27A: Parking Access).

i. Parking lots created after the adoption of this ordinance with twenty-five (25) or more parking spaces shall submit a parking lot lighting plan in accordance with Section 20.36.070(D). Shielded light fixtures shall be installed at a ratio of one (1) light fixture per ten (10) parking spaces. Light fixture ratios less than one (1) fixture per ten (10) parking spaces may be approved by the Zoning Administrator if the lighting plan demonstrates consistent and sufficient light coverage across the parking lot area. Freestanding light poles shall provide an auxiliary electrical outlet.

FIGURE 20.36-27A: PARKING ACCESS



A - Building Area
B - Permitted Parking Location
C - No Parking Permitted



A - Permitted Curb Cut
B - Permitted Side Aisle Parking

2. Non-residential, mixed-use, and multi-family project types shall comply with the following regulations:

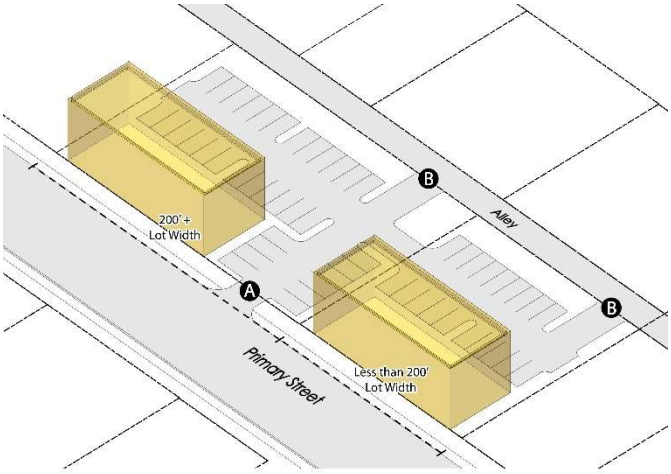
a. All lots with alley access shall comply with the following regulations (See Figure 20.36-27B: Parking Access):

a. For lots less than two hundred (200) feet in lot width, no curb cut is permitted on the primary street.

b. For lots with two hundred (200) feet or more of lot width, one (1) curb cut is permitted on a primary street, with one (1) additional curb cut permitted for each one-hundred fifty (150) feet thereafter.

c. Corner lots are permitted one (1) curb cut from the secondary street.

FIGURE 20.36-27B: PARKING ACCESS



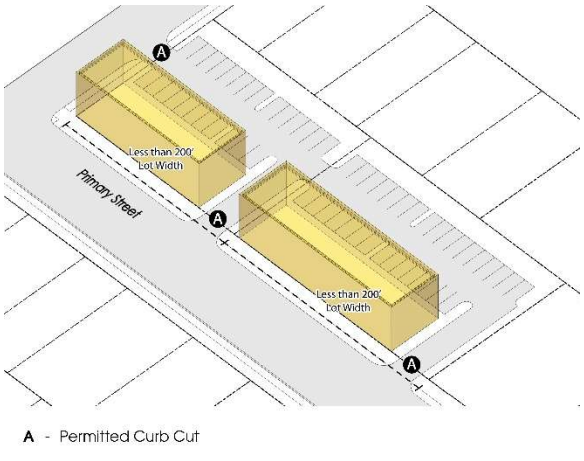
3. All lots without alley access shall comply with the following regulations (See Figure 20.36-27C: Parking Access):

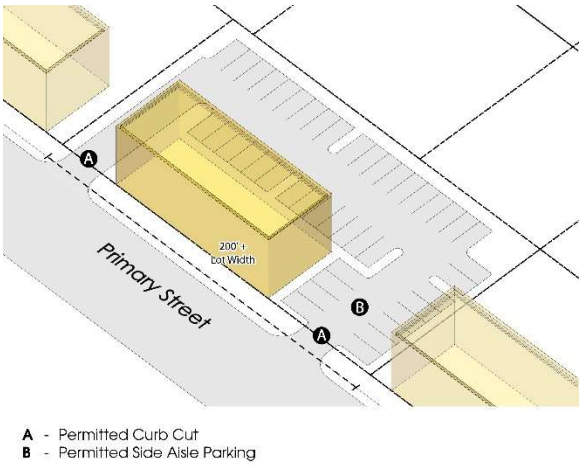
   a. For interior lots with less than two hundred (200) feet in lot width, one (1) curb cut is permitted on the primary street.

   b. For corner lots, one (1) curb cut is permitted on the primary street and one (1) curb cut is permitted on the secondary street.

   c. For interior lots with more than two hundred (200) feet in lot width, two (2) curb cuts are permitted on the primary street.

FIGURE 20.36-27C: PARKING ACCESS





4. Any multi-family project type that includes more than one (1) principle building on the site shall minimize curb cuts to the extent possible by providing access to multiple multi-family buildings from one (1) curb cut.

B. Dimensions.

1. Off-street parking spaces within a parking lot or structure shall be designed in accordance with Figure 20.36-28: Parking Space Dimensions.

   a. All parking spaces within a parking lot or structure shall have a minimum vertical clearance of seven (7) feet.

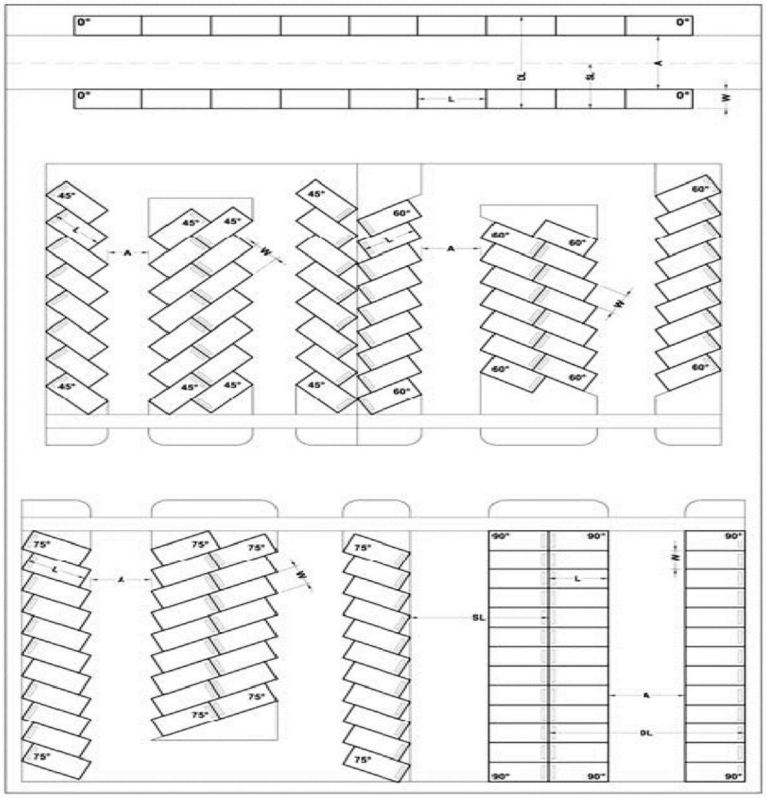
   b. Within off-street parking lots or structures, all aisles shall be designed in accordance with Figure 20.36-28: Parking Space Dimensions.

FIGURE 20.36-28: PARKING SPACE DIMENSIONS

Parking Dimensions - C-5 District

Parking Angle	Stall Width (W)	Stall Length (L)	Aisle Width (A)
0°	8.5’	21’	12’ / 22’ [1]
45°	8.5’	18’	13’
60°	8.5’	18’	18’
90°	8.5’	18’	22’ [1]

1 Two-way traffic permitted



2. All stacked flat and townhouse project type shall comply with the following regulations:

   a. Townhouse/stacked flat clusters with alley access shall provide direct access to dedicated parking from the alley. No curb cut is permitted along a public street.

   b. A townhouse/stacked flat cluster without alley access shall be permitted one (1) curb cut.

   c. A townhouse or stacked flat project type with multiple buildings are permitted one (1) curb cut for every two (2) townhouse/stacked flat clusters.

C. Existing Facilities.

   1. The existing number of off-street parking and loading spaces shall not be reduced below the requirements of this Chapter. If the number of such existing spaces is already less than the requirements of this Chapter, it shall not be further reduced.

   2. Existing off-street parking and loading areas which do not conform to the requirements of this Chapter but were in conformance with the requirements of this Ordinance at the time the parking or loading facilities were established, are permitted to continue as a legal nonconforming structure.

   3. If a building permit for a building or structure was lawfully issued prior to the effective date of this Ordinance, and if construction has begun within one-hundred eighty (180) days of the issuance of a permit, the number of off-street parking and loading spaces shall be provided in the amount required for the issuance of said building permit, regardless of what may be required by this Chapter.

   4. Damage or Destruction. When a building is reconstructed or repaired after being damaged or destroyed, off-street parking and loading facilities shall be restored or maintained in an amount equivalent to that at the time of such damage or destruction. However, it shall not be necessary to restore or maintain parking and loading facilities in excess of the applicable requirements of this Chapter.

D. Change in Land Use. When the existing use of a structure or land is changed to a new use, parking and loading spaces shall be provided as required for the new use. Additional parking or loading spaces shall be required in the amount by which the requirements for the new use exceed the requirements for the existing use.

E. Change in Intensity of Use.

   1. When the intensity of use of any structure or land is increased, additional parking and loading spaces shall be provided. The number of additional parking and loading spaces shall be based on the increase in the number of dwelling units, gross floor area, seating capacity, or other unit of measurement used to calculate the number of required number of parking or loading spaces.

   2. When the intensity of use of any structure or land is decreased, the number of parking and loading spaces may be reduced so long as the parking requirements of this Chapter are met for the entire structure or land as modified.

F. Provision of Additional Spaces. Nothing in this Chapter shall be deemed to prevent the voluntary establishment of additional off-street parking or loading facilities, provided that all regulations governing the location, design and control of such facilities are in accordance with this Chapter.

G. Provision of Car-Share Facilities. Spaces within parking lots and parking structures may include designated parking spaces for car-share facilities. A car-share facility is a membership-based

car-sharing service that provides automobile rental to members, billable by the hour or day. Car-sharing is not considered a motor vehicle rental establishment. Spaces reserved for car-share facilities are in addition to the minimum parking requirements of this Ordinance.

H. Computation

1. The total number of required parking and loading spaces shall be based upon the requirements for the principal use of the lot. However, when more than one (1) use occupies the same lot, the number of required spaces shall be the sum of the separate requirements for each use. All off-street parking facilities shall be completed before occupancy of the structure. In computing the number of off-street parking or loading spaces required by this Chapter, the following standards for computation shall apply:

   a. Space allocated to any off-street loading space shall not be used to satisfy the requirement for any off-street parking space or access aisle, or portion thereof. Conversely, the area allocated to any off-street parking space shall not be used to satisfy the replacement for any off-street loading space or portion thereof.

   b. A fraction of less than one-half (½) may be disregarded, and a fraction of one-half (½) or more shall be counted as one (1) parking space. When determining of the number of required off-street loading spaces results in a requirement of a fractional space, any fraction shall be interpreted as one (1) loading space

   c. In places of assembly in which patrons or spectators occupy benches, pews, or similar seating facilities, each twenty-four (24) inches of such seating facility shall be counted as one (1) seat for the purpose of determining the requirement for off-street parking facilities.

   d. Except as otherwise specified, parking or loading spaces required on an employee basis shall be based on the maximum number of employees normally present on the premises at any one time. When the determination of the number of parking spaces is based on the number of employees, the owner and/or manager shall be counted as an employee(s).

I. Construction of parking and loading facilities. Off-street parking and loading facilities required by this Chapter shall be completed prior to the issuance of the certificate of occupancy for the use they serve.

J. Cross-Access Easements. Adjacent uses that possess dedicated parking areas are encouraged to provide a cross-access drive to allow circulation and sharing of parking spaces between sites. For new development, a system of joint use driveways and cross-access easements is encouraged. If cross-access is provided, the Zoning Administrator requires proof that adjacent property owners have agreed to the provision of cross-access. Joint use driveways and cross-access easements require the following:

1. Bump-outs and other design features to make it visually obvious that the abutting properties are tied together.

2. Recording of an easement allowing cross-access to and from properties served by the joint use driveways and cross-access easement and record a joint maintenance agreement defining the maintenance responsibilities of each property owner.

K. Collective provisions.

1. Off-street parking spaces for separate uses may be provided collectively if the aggregate number of spaces provided is not less than the sum of the spaces required for each use separately. No parking or loading space, or portion thereof, shall serve as the required

space for more than one (1) use with the exception of the following alternate shared parking arrangement described in subsection 2 below.

2. An off-street parking facility may be alternately shared between two (2) or more uses, provided that use of such facility by each user does not occur at the same time. No alternate shared use of parking spaces shall be permitted unless:

   a. Approval is obtained from the Zoning Administrator that confirms that the use of such facility by each user does not take place at the same hours during the same days of the week.

   b. The users of the shared parking facility shall record an agreement to share parking facilities, subject to approval by the Village Attorney. A copy of the recorded agreement shall be given to the Village.

   c. The location and design requirements of this Chapter are met.

   d. Any subsequent change in ownership or use shall require proof that the minimum parking requirements, per this Chapter, have been met for each use. The owner of an existing building or use shall have one-hundred eighty (180) days within which to accommodate all required off-street parking or to apply for a variation. If the owner is unable to accommodate the parking or fails to apply for a variation, then the occupancy permit shall be revoked with respect to the use for which the separate parking was required. The occupancy permit shall be reinstated when all applicable provisions of this Chapter are complied with. As an alternative to a variation, a new alternate shared parking agreement may be arranged in accordance with this Chapter.

L. Land banked future parking. The Planning & Zoning Commission may permit land banking of up to twenty-five percent (25%) of the required parking spaces through the site plan review process.

   1. Sufficient evidence shall be provided by the applicant that supports the reduced parking needs.

   2. The area proposed for land banking of parking spaces shall be an area suitable for parking at a future time.

   3. Landscaping of the land-banked area shall be in full compliance of the zoning regulations and, at a minimum, landscaped with turf. As a result of site plan review, additional landscaping of the land-banked area may be required.

   4. The land banking area cannot be used for any other use. The land banked parking area cannot be used to fulfill other landscaping requirements of this Ordinance.

   5. As part of the site plan review process, the applicant shall show the area to be banked on the site plan and marked as “Land-Banked Future Parking.”

   6. The Zoning Administrator, on the basis of increased parking demand for the use, shall require the conversion of all or part of the land-banked area to off-street parking spaces. Nothing shall prevent the applicant from converting the land banked area to parking prior to Village notification.

M. Fee-in-lieu parking reduction.

   1. A reduction in the required number of off-street parking spaces for non-residential uses in the C-5 District may be granted by the Village Board. The Village Board may authorize the requested parking reduction conditioned upon payment, by the owner, of a fee-in-lieu of providing the required parking spaces, such fee established from time to time by resolution

of the Village Board. Such payment shall be placed into a Village fund to be used by the Village for the acquisition, construction, and maintenance of public off-street parking facilities to serve the district.

2. Upon payment, the property granted the modification in the number of required off-street spaces shall be credited permanently by ordinance with the number of spaces for which payment was received by the Village.

N. Driveways.

1. Residential Driveways, Excluding Multi-Family and Townhouse Dwellings.

a. A residential driveway that provides access to a detached garage, attached garage, carport, or permitted parking pad shall be no more than twenty (20) feet in width at the property line. (See Figure 20.36-29).

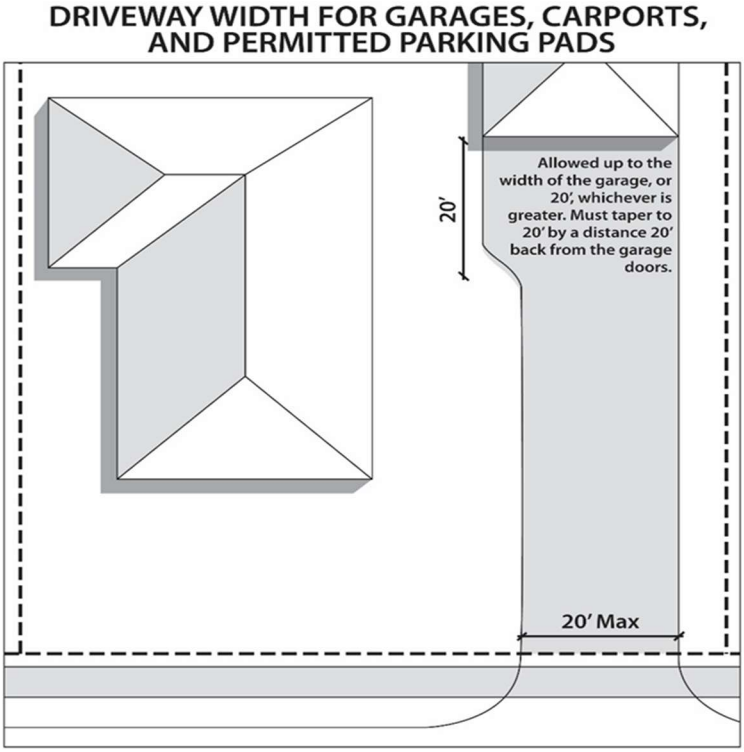
b. Single-family, two-family, single-family attached, and townhouse dwellings are permitted a paved parking pad, which may be paved with a permeable surface. Parking pads are prohibited in the required front and corner side yards. Parking pads must be located a minimum of one (1) foot from any lot line. All driveways must comply with the requirements of Paragraph (a) above.

c. A residential driveway may be shared between lots and located on the lot line. This location is allowed only if agreed to by the owners of each lot, and such approval is recorded as a shared driveway easement on each plat of survey.

d. Single-Family, Townhouses, Single-Family Attached, and Two-Family residential dwellings are permitted only one driveway per residential unit.

e. Stacked flats are permitted only one driveway per zoning lot.

FIGURE 20.36-29: RESIDENTIAL DRIVEWAY WIDTH



2. Multi-Family and Non-Residential Driveways.

    a. Driveways shall be a minimum of twelve (12) feet for one-way drives, and a minimum of twenty-four (24) feet for two-way drives. No driveway shall have a width exceeding thirty (30) feet.

    b. Driveways, off-street parking areas and access aisles for multi-family residential and non-residential parking lots shall be designed in accordance with Figure 20.56-1.

O. Recreational Vehicles.

1. Unenclosed parking of Recreational Vehicles within the C-5 Zoning Districts is prohibited.

2. Temporary parking of recreational vehicles is permitted subject to the following:

    a. One (1) houseguest of a householder at any one time may park a recreational vehicle on the driveway within the rear yard, side yard or front yard for a period of time not exceeding a total of fourteen (14) days in a calendar year for all such visits, provided however, such recreational vehicle may be used for sleeping purposes only while so parked. The name of the owner or occupant of such recreational vehicle, the permanent address of such person, the license or registration number of the recreational vehicle and the towing vehicle used therewith, shall be registered in the office of the Village Clerk not later than twenty-four (24) hours from the time of its arrival on the premises on which it is parked or not later than 4:00 p.m. on the Monday following arrival on the previous Friday, Saturday, or Sunday.

    b. Parking is permitted for any size recreational vehicle for a period not to exceed seventy-two (72) hours to permit loading or unloading. Only one (1) seventy-two (72) hour period for loading or unloading shall be permitted within any week (Sunday through Saturday) and the seventy-two (72) hour periods must be separated by a period of at least forty-eight (48) hours when no vehicle is parked within the front yard or side yard. The Building Commissioner may extend the seventy-two (72) hour loading and unloading period for a maximum of forty-eight (48) hours within any week upon request of the owner when a hardship exists.

P. Surfacing. All open off-street parking lots shall be improved with a hard surfaced, all-weather dustless material as approved by the Village Engineer. Permeable materials such as grass-crete and pervious pavers may also be used, subject to the approval of the Village Engineer.

Q. Striping. Off-street parking lots of four (4) or more spaces shall delineate parking spaces with paint or other permanent materials, which shall be maintained in clearly visible condition. Parking spaces for handicapped persons shall be identified with the appropriate sign and shall be visible at all times of the year, regardless of snow cover, plant growth or similar conditions.

R. Curbing and Bumper Stops. Bumper stops, wheel stops, or curbing shall be installed within parking lots along the perimeter of the lot or parcel to prevent motor vehicles or parts of vehicles from damaging or encroaching upon any adjacent parking or loading space, sidewalk, landscaped area or parking lot island, fence, wall, or building. Such wheel stops or curbing shall be constructed of concrete, masonry, asphalt or steel, a minimum height of eight (8) inches over ground level, and permanently affixed to the paved parking area.

S. Lighting. Parking lot lighting shall be in accordance with Section 20.52.040 (Exterior Lighting). Illumination of an off-street parking area shall be arranged to deflect light away from adjacent properties and streets.

T. Landscape and Screening. All parking lots shall be landscaped in accordance with Section 20.36.110 (Landscaping Standards).

U. Use of Parking and Loading Spaces. All required parking and loading spaces must be used for vehicle parking and loading, as applicable. No required space may be used for storage or vehicle repair.

V. Accessible parking.

1. Required Spaces. With the exception of single-family, two-family and townhouse dwellings, in all off-street parking facilities where parking is provided for employees, visitors or both, parking spaces for disabled persons shall be provided. The number of accessible parking spaces shall be included in the total number of required parking spaces and shall be in accordance with the applicable requirements of the Illinois Accessibility Code, as amended from time to time, and all additional governing codes and applicable laws.

2. Dimensions and Design. Such spaces shall comply with the design standards presented in the State of Illinois Accessibility Code. Such spaces shall be identified by a sign and pavement markings indicating parking for the disabled only. Such spaces shall be the spaces closest to the entrance of the building or structure and shall be connected by a paved surface designed to provide safe and easy access.

W. Required off-street parking spaces.

The minimum number of off-street parking spaces to be provided for the designated uses shall be as follows in Table 20.36-11: Off-Street Parking Requirements. Table 20.36-11 lists parking requirements for the generic uses listed within the districts. In some cases, uses which are considered part of a generic use category are listed with specified parking requirements. These specific uses are listed only for the purposes of this section and do not indicate whether such uses are permitted or special uses within any district. Certain generic uses listed within the districts do not have parking requirements. These types of uses are not listed within Table 20.36-11.

TABLE 20.36-11: OFF-STREET PARKING REQUIREMENTS C-5 ZONING DISTRICT

USE	PARKING REQUIREMENT
RESIDENTIAL	
Community Residence	.25 per bed + 1 per 2 employees
Dwelling, Accessory to non-residential	1 per dwelling unit
Dwelling, Multi-Family	1 per dwelling unit
Dwelling, Single-Family	1 per dwelling unit, enclosed
Dwelling, Single-Family Attached	1 per dwelling unit, enclosed
Dwelling, Stacked Flats	1 per dwelling unit, enclosed
Dwelling, Townhouse	1 per dwelling unit, enclosed
Dwelling, Two-Family	1 per dwelling unit, enclosed
Residential Care Facility	Assisted Living: 0.5 per bed + 1 per 2 employees

TABLE 20.36-11: OFF-STREET PARKING REQUIREMENTS C-5 ZONING DISTRICT	
USE	**PARKING REQUIREMENT**
	Independent Living: 1 per dwelling unit + 1 per 2 employees Nursing Care: 0.25 per bed + 1 per 2 employees
INSTITUTIONAL	
Cultural Facility	None for first 1,000sf GFA, then 2 per additional 1,000sf GFA
Educational Facility, College/University	1 per 2 students (based on maximum enrollment) + 1 per employee
Educational Facility, Primary	1 per employee + 2 per classroom
Educational Facility, Secondary	1 per 10 students (based on maximum enrollment) + 1 per employee
Educational Facility, Seminary	1 per 2 students + 1 per 1,000sf of residential living area
Educational Facility, Vocational School	1 per 2 students (based on maximum enrollment) + 1 per employee
Government Facilities	None for first 1,000sf GFA, then 2 per additional 1,000sf GFA
Place of Worship	1 per 4 seats + 1 per 1,000 sf of residential living area if convent or rectory attached + spaces otherwise required for any accessory uses (e.g., outdoor amusement, classrooms, office, day care)
COMMERCIAL	
Animal Hospital	5 per 1,000sf GFA
Art Gallery	None for first 1,000sf GFA, then 2 per additional 1,000sf GFA
Art Studio	None for first 1,000sf GFA, then 2 per additional 1,000sf GFA
Banquet Facility	None for first 500sf of public seating area, then 1 per additional 100sf of public seating area
Car Wash	5 per bay
Currency Exchange	None for first 1,000sf GFA, then 2 per additional 1,000sf GFA
Day Care Center, Adult or Child	1 per 3 employees
Financial Institution	None for first 1,000sf GFA, then 2 per additional 1,000sf GFA
Funeral Home	4 per 1,000sf GFA
Gas Station	1 per bay + 2 per 1,000sf GFA of any accessory convenience retail and/or food service
Health and Fitness Center	None for first 1,000sf GFA, then 2 per additional 1,000sf GFA

TABLE 20.36-11: OFF-STREET PARKING REQUIREMENTS C-5 ZONING DISTRICT	
USE	**PARKING REQUIREMENT**
Hospital	1 per 10 hospital beds + 1 per 6 employees including staff doctors on maximum shift
Hotel/Motel	1.5 per room
Indoor Amusement Facility	None for first 1,000sf GFA, then 2 per additional 1,000sf GFA
Pet "Day Care" Service	None for first 1,000sf GFA, then 2 per additional 1,000sf GFA
Live Entertainment	None for first 500sf of public seating area, then 1 per additional 100sf of public seating area
Medical/Dental Clinic	1 per exam room
Motor Vehicle Dealership	1 per 1,000sf of public sales & display area + 2 per 1,000sf of office & public waiting area
Motor Vehicle Rental Establishment	1 per 1,000sf of public sales & display area + 2 per 1,000sf of office & public waiting area
Office	None for1,000sf GFA, then 2 per additional 1,000sf GFA
Outdoor Amusement Facility	None for first 1,000sf GFA, then 2 per additional 1,000sf GFA
Payday or Title Loan Agency	None for first 1,000sf GFA, then 2 per additional 1,000sf GFA
Pawn Shop	None for first 1,000sf GFA, then 2 per additional 1,000sf GFA
Personal Services Establishment	None for first 1,000sf GFA, then 2 per additional 1,000sf GFA
Restaurant	None for first 500sf of public seating area, then 1 per additional 100sf of public seating area (excluding any outdoor dining area) + 4 stacking spaces per drive through lane
Retail Goods Establishment	None for first 1,000sf GFA, then 2 per additional 1,000sf GFA
Smoke Shop	None for first 1,000sf GFA, then 2 per additional 1,000sf GFA
Tattoo Parlor	None for first 1,000sf GFA, then 2 per additional 1,000sf GFA
Tavern/Bar	None for first 500sf of public seating area, then 1 per additional 100sf of public seating area (excluding any outdoor dining area)
INDUSTRIAL	
Research and Development Facility	1 per 1,000sf of GFA up to 20,000sf; then 1 per 2,000sf of GFA above 20,000sf
OTHER	
Unspecified Uses	When a use type is proposed where there is no specific parking requirement, the Zoning Administrator shall make a determination as to the closest generic use type and apply said parking requirements.

TABLE 20.36-11: OFF-STREET PARKING REQUIREMENTS C-5 ZONING DISTRICT	
USE	**PARKING REQUIREMENT**
Arts & Business Centers, Artisanal Fabricators, or Micro Industrial	1 space per 1,000 sq ft of gross floor area, except performance/classroom spaces, which shall be calculated at 1 space for each 100 sf of gross floor area.

X. Parking structures shall be designed as follows:

1. On facades that front on public streets, the exterior articulation of interior vertical circulation is prohibited. Façade design and screening shall be used to mask the interior ramps and create the illusion of horizontality. The design of the primary façade shall include horizontal design elements, such as kneewalls and cornices, which reflect the design of other structures in the Downtown.

2. Parking structures shall conform to the façade articulation regulations of Section 20.36.050(C). The ground floor façade is of particular importance and shall contain features consistent with that of neighboring buildings through the incorporation of window trim, entryways, articulation, and other architectural details.

3. Attached parking structures must be constructed with materials and design elements of the principal building. If the parking structure is the principal building, it shall conform to the building material regulations for the appropriate C-5 Subdistrict.

4. On portions of the ground floor façade where parking spaces are visible, a decorative screen shall be provided atop the kneewall to screen traffic and pedestrians in the public right-of-way from headlight glare. The total height of the kneewall and decorative screen shall be a minimum of four (4) feet. See Figure 20.36-30: Ground Floor Parking Structure Screening.

FIGURE 20.36-30: GROUND FLOOR PARKING STRUCTURE SCREENING

5. For parking structures with rooftop open-air parking, the parapet of the façade shall be extended such that a seven (7) foot tall vehicle is not visible from the public sidewalk across the street.

Y. Stacking spaces for drive-through facilities.

1. Design.

a. Every drive-through facility shall provide a minimum of two (2) stacking spaces per bay, unless more than two (2) spaces are required by Table 20.36-11: Off-Street Parking Requirements. Stacking spaces provided for drive-through uses shall be:

i. A minimum of nine (9) feet in width, as measured from the outermost point of any service window to the edge of the driveway, and eighteen (18) feet in length. (See Figure 20.36-31: Measurement of Drive-Through and Figure 20.36-32: Stacking Spaces)

ii. Placed in a single line behind the drive-through facility.

iii. Located so that, when in use, they do not obstruct ingress or egress to the site and do not obstruct access to required parking or loading spaces.

iv. Stacking spaces shall begin behind the vehicle parked at a last point of service, such as a window or car wash bay.

FIGURE 20.36-31: MEASUREMENT OF DRIVE-THROUGH

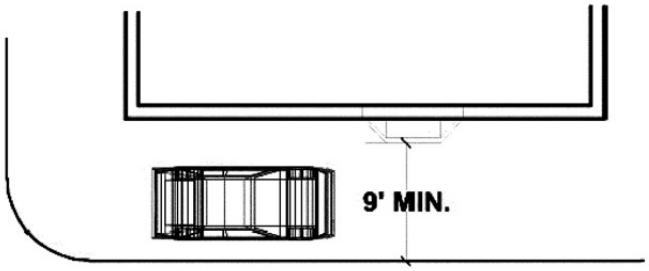
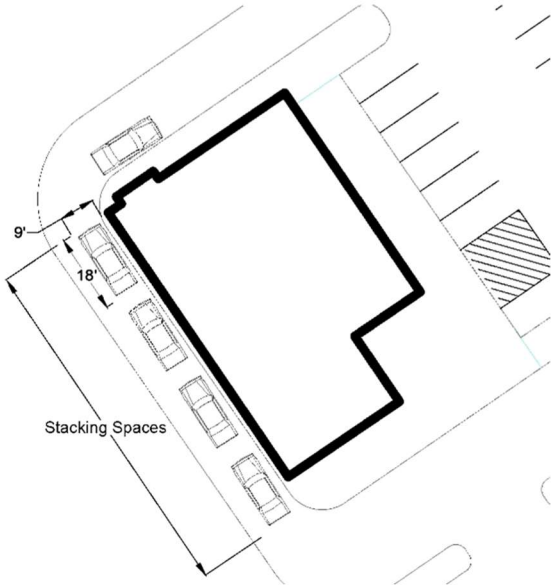


FIGURE 20.36-32: STACKING SPACES



Z. Commercial vehicles in residential districts.

1. The following restrictions shall apply to the parking or storage of commercial vehicles on property zoned for residential use.

a. No commercial vehicle as defined in the Illinois Vehicle Code, which has a Gross Vehicle Weight Rating (GVWR) of 8,001 pounds or more, or is required by the Illinois Secretary of State to be registered with a Class D license plate or larger, shall be parked on any public right-of-way or any private property in a residential district, except for vehicles engaged in loading or unloading, or vehicles used in connection with current work being done at or on the adjacent premises, or as otherwise specifically permitted under Subsection (C) of this Section.

b. No stored or parked commercial vehicle shall be occupied or used for human habitation.

c. Only one (1) commercial vehicle which has a Gross Vehicle Weight Rating (GVWR) of 8,000 pounds or less and is required by the Illinois Secretary of State to be registered with a Class D license plate or smaller, including a van or pick-up truck, or a livery vehicle or taxicab, is permitted to be stored or parked outdoors overnight on residentially zoned property. A permitted commercial vehicle is a vehicle owned and used for commercial purposes by the occupant of a dwelling on the same premises, provided that the vehicle is stored or parked in the permitted parking area. Such permitted commercial vehicle may include the logo of the commercial business painted on or applied to the vehicle.

d. Commercial trailers, as defined by an unpowered vehicle towed by another and used for commercial purposes, are not permitted to be parked on any public right-of-way or outdoors on any private property in a residential district, except for trailers engaged in loading or unloading, or trailers used in connection with current work being done at or on the adjacent premises, or as otherwise specifically permitted under Subsection (C) of this Section.

AA. Required bicycle parking.

1. Design.

a. Required bicycle spaces must have a minimum dimension of two (2) feet in width by six (6) feet in length, with a minimum overhead vertical clearance of seven (7) feet.

b. Bicycle parking facilities must provide racks where the bicycle may be locked by the user or lockable enclosed lockers. Structures that require a user-supplied locking device must be designed to accommodate U-shaped locking devices. All lockers and racks must be securely anchored to the ground or the building structure to prevent the racks and lockers from being removed from the location.

c. If required bicycle parking facilities are not visible from the street, signs must be posted indicating their location.

d. Areas used for required bicycle parking must be paved and drained to be reasonably free of mud, dust, and standing water, and must be well-lit.

2. Location.

a. All required bicycle spaces must be located on the same zoning lot as the use served. However, the Zoning Administrator may approve the location of bicycle spaces in the public right-of-way.

b. Required bicycle parking for residential uses may be provided in garages, storage rooms and other resident-accessible, secure areas. Space within dwelling units or on balconies may not be counted toward satisfying bicycle parking requirements.

3. Required Number of Bicycle Spaces.

   a. In all cases where bicycle parking is required, a minimum of two (2) spaces is required.

   b. Where off-street parking facilities are provided, the number of bicycle parking spaces must be provided as indicated in Table 20.36-12: Required Bicycle Spaces.

TABLE 20.36-12: REQUIRED BICYCLE SPACES	
USE	**REQUIRED BICYCLE SPACES**
Multi-Family Dwelling	1 per 10 dwelling units
Retail Goods Establishment, Personal Services Establishment or Office Business over 10,000sf in GFA	1 per 10 parking spaces
Indoor or Outdoor Recreation or Entertainment	1 per 10 parking spaces
Educational Facilities, Primary, Secondary	1 per 25 parking spaces
Educational Facilities, Universities, Vocational	1 per 10 parking spaces

4. After the first fifty (50) bicycle parking spaces are provided, additional bicycle parking spaces required are one-half (½) space per unit listed.

5. A parking lot or structure with more than two-hundred fifty (250) vehicle parking spaces must provide a bicycle parking area equivalent to the area of two (2) parking spaces.

6. If a development cannot meet the required bicycle parking, the owner may apply for an administrative variance.

BB. Off-street loading spaces.

Off-street loading spaces may be provided for a building, structure or use which requires the receipt or distribution of materials or merchandise by trucks or other vehicles in accordance with the following:

1. Quantity. No more than one (1) loading space may be provided for every twenty thousand (20,000) square feet of gross floor area. Lots under twenty thousand (20,000) square feet are permitted, but not required to have, one loading space.

2. Location.

   a. All off-street loading spaces shall be located on the same zoning lot as the building or use served. No off-street loading spaces shall project into a public right-of-way.

   b. Off-street loading spaces shall be located at least twenty-five (25) feet from the intersection of any two (2) streets.

   c. No off-street loading space shall be located along a primary facade.

   d. Loading spaces shall be provided behind the principal structure on the lot.

   e. All off-street loading spaces shall be located a minimum of fifty (50) feet from the lot line of any lot in a residential district, unless completely enclosed by building walls.

3. Dimensions. All required off-street loading spaces shall be at least ten (10) feet in width and at least thirty (30) feet in length, exclusive of aisle and maneuvering space, and shall have a minimum vertical clearance of at least fourteen (14) feet.

4. Surfacing. All off-street loading spaces shall be a hard-surfaced area improved in accordance with the requirements of the Village Engineer.

5. Access Control and Signs. Each required off-street loading space shall be designed with adequate means of vehicular access to a street or alley in a manner that will minimize interference with traffic movement.

6. When a lot is adjacent to an alley, alley access to loading docks is preferred.

7. Lighting. Loading facility lighting shall be in accordance with Section 20.36.070(D) (Exterior Lighting). Illumination of an off-street loading facility shall be arranged so as to deflect the direct rays of light away from adjacent properties and streets.

8. Landscape and Screening. All loading facilities shall be landscaped and screened in accordance with Section 20.36.110: (C-5 District Landscaping Standards).

20.36.110 – C-5 district landscaping standards.

A. Purpose. Landscape needs for areas within the Downtown are unique to the built environment. For that reason, landscape requirements are addressed within this section of the Zoning Ordinance. The intent is to enhance the Downtown while not providing overly burdensome requirements for a denser building form.

B. Exemptions. The following are exempt from the requirements to provide for new or modify landscape materials.

1. Additions to or repair/rehabilitation of any one-, two-, or three-family dwelling on a single parcel;

2. Restoration of any building or portion thereof damaged by fire, explosion, flood, casualty, or other calamity;

3. Construction, repair, or rehabilitation of any accessory (example: garage, fence, etc.) buildings or structures;

4. Screening is not required for parking lots or other vehicular use areas smaller than 1,200 square feet; and

5. Internal parking lot planting is not required for parking lots or other vehicular use areas smaller than twenty thousand (20,000) sf. Perimeter landscaping is required.

C. Applicability. The following applications require installation and maintenance of landscape materials.

1. Parking Lot Perimeter and Interior Landscaping in the C-5 zoning districts is required around parking lots and other vehicular use areas such as drive-through facilities.

a. Parking Lot Perimeter Landscaping is required to be a combination of bushes and perennial landscape materials.

b. Bushes must be least eighteen inches (18”) in height at planting and may not exceed thirty-six inches (36”) where they might create view obstructions.

c. Bushes must be planted at minimum every five feet.

d. Landscaping must be trimmed as necessary, free of debris, and free of weeds.

e. Landscaping shall not consist of wildflower landscape types.

f. Landscaping in the interior of the parking lot is required for parking lots greater than twenty thousand (20,000) square feet.

g. Interior parking lot landscaping is required for every 10 parking stalls and each interior parking lot island must be equal to the size of a parking stall.

h. Interior parking lot landscape islands must not be further apart than 12 parking stalls.

i. Interior parking lot landscaping must include ornamental grasses and shrubs.

j. One tree is required for every two parking lot islands and in every endcap.

k. Fencing around parking lots must be ornamental metal fencing.

2. Irrigation system. New construction of nonresidential and multifamily buildings in the C-5 District or rebuilding of parking lots greater than twenty thousand (20,000) square feet requires a landscape irrigation system.

3. Foundation Plantings. Any building not built up to the sidewalk shall have foundation plantings of a mixture of shrubs, grasses, perennials, and annuals along areas that are visible from the public right-of-way.

D. Waiving of Landscape Requirements. The Zoning Administrator may consider requests for an Administrative Variance to the Landscape Requirements within the C-5 Zoning District provided that the following are found: 1) the strict application of the requirement would deprive the applicant of reasonable use of the land or would otherwise impose an unreasonable hardship; 2) the conditions and circumstances are unique; and 3) the request is not based on monetary gain or reasons. Furthermore, the Zoning Administrator may permit an architectural or urban design solution to the landscape requirements of a parking areas including decorative fencing, lawn furniture, etc. as may be determined appropriate. The Zoning Administrator may consider requests for an Administrative Variance to allow ground planters and window planters in lieu of foundation plantings.

E. Parkway trees are required in accordance with Section 16.23 of the Village Code.

20.36.120 – C-5 district nonconformities.

A. Purpose. The purpose of this Chapter is to provide for the regulation of nonconforming structures, lots and uses, and to specify those circumstances and conditions under which nonconforming structures and uses shall be eliminated.

B. General standards of applicability.

1. Authority to Continue. Any structure, lot or use that existed as a lawful nonconformity at the time of the adoption of this Ordinance, and any building, structure, lot or use that has been made nonconforming because of the terms of this Ordinance or its subsequent amendments, may continue subject to the provisions of this Chapter so long as it remains otherwise lawful. A structure or use that is illegal at the time of the adoption of this Chapter, remains illegal if it does not conform with each and every requirement of this Chapter.

2. Burden on Property Owner to Establish Legality. In all cases, the burden of establishing the legality of a nonconformity under the provisions of this Ordinance shall be upon the property owner of the nonconforming structure, use or lot.

3. Safety Regulations. All police power regulations enacted to promote public health, safety, convenience, comfort, and general welfare including, but not limited to, all building, fire and health codes shall apply to nonconforming structures.

C. Nonconforming use.

1. Definition of Nonconforming Use. A nonconforming use is the use of land or a structure that, as of the effective date of this Ordinance, are used for purposes that are not allowed in the zoning district in which they are located.

2. Ordinary Repairs and Maintenance. Normal maintenance and incidental repair may be performed on any structure that is devoted in whole or in part to a nonconforming use, provided it will not create any new nonconformity, increase the degree of nonconformity, or increase the bulk of the structure in any manner.

3. Structural Alterations. No structural alterations shall be performed on any structure devoted to a nonconforming use, except in the following situations:

a. When the alteration is required by law or is necessary to restore the structure to a safe condition upon the order of any official charged with protecting the public safety.

b. When the alteration is for the purpose of bringing about a conforming use.

c. When the alteration will not create any new nonconformity, increase the degree of any existing nonconformity, or increase the bulk of the structure in any manner.

4. Expansion of Use. A nonconforming use of land or a structure shall not be expanded, extended, enlarged, or increased in intensity. Such prohibited activity shall include, without limitation:

a. Expansion of any structure devoted entirely to a nonconforming use.

b. An expansion, extension or relocation of a use or its accessory uses to any land area or structure not currently occupied by such nonconforming use.

c. An expansion, extension, or relocation of such use, including its accessory uses, within a structure, to any portion of the floor area that was not occupied by such nonconforming use.

D. Relocation. A nonconforming use of land or a structure shall not be relocated, in whole or in part, to any other location on the same lot or parcel. The nonconforming use may only be relocated to another lot or parcel if the use conforms to all regulations of the zoning district in which it is relocated, including all use regulations.

E. Change of Use. A nonconforming use shall not be changed to any use other than one allowed within the zoning district in which it is located. When such a nonconforming use has been changed, in whole or in part, to an allowed use, the whole or part which has been made to conform may not be changed back to a use that is prohibited. A change of use shall be deemed to occur when an existing nonconforming use has been terminated and another use has commenced. Any change in use in violation of this Code shall be deemed an abandonment of the previously existing lawful nonconforming use.

F. Discontinuation or Abandonment. If a nonconforming use is discontinued, or the structure that it occupies becomes vacant and remains unoccupied for a continuous period of one-hundred eighty (180) days, such use shall be deemed to be abandoned and shall not be reestablished or resumed regardless of the intent to resume or to continue the use. Any subsequent use or occupancy of such land or structure shall comply with all regulations of the zoning district in which such land or structure is located. The period of such discontinuance caused by government action, acts of god, or other acts without any contributing fault by the user, shall not be included in calculating the length of discontinuance for this section.

G. Damage or Destruction.

1. In the event that any structure and/or property that is devoted in whole or in part to a nonconforming use is structurally damaged or destroyed by means within the control of the property owner or tenant, the structure, and the use, as restored, or repaired, shall comply with all requirements of this Ordinance.

2. In the event that any structure and/or property that is devoted in whole or in part to a nonconforming use is damaged or destroyed, by any means not within the control of the property owner or tenant, to the extent of fifty percent (50%) or more of its replacement value at that time, then the structure may not be restored or rebuilt unless the structure, including foundation is made to conform to all regulations of the zoning district in which it is located.

3. In the event that any structure and/or property that is devoted in whole or in part to a nonconforming use is damaged or destroyed to the extent of less than fifty percent (50%) of the replacement value at that time, the structure and/or property may be repaired, reconstructed, or restored and the nonconforming use continued, provided that no new nonconformities are created and that the existing degree of nonconformity is not increased. A building permit must be obtained for such rebuilding, restoration, repair, or reconstruction within one (1) year of the date of damage or destruction, and construction shall be completed within one (1) year of issuance of the building permit.

4. The replacement value of the structure and/or property, exclusive of foundation, which is devoted in whole or in part to a nonconforming use, shall be based on: 1) the sale of that structure and/or property within the previous year or, if that is not applicable; 2) an appraisal within the last two (2) years or, if that is not available; 3) the amount for which structure and/or property was insured prior to the date of damage or destruction or, if that is not available; 4) an alternative method determined acceptable by the Village.

5. In the event that the permit is not obtained within one (1) year, or that repairs, or restoration are not completed within one (1) year of the issuance of the building permit, then the nonconforming use shall not be continued.

H. Nonconforming structures.

1. Definition of Nonconforming Structure. Structures which at one time conformed to applicable zoning regulations, but because of subsequent amendments to the Ordinance no longer conform to applicable setback, height, lot coverage or other dimensional or bulk provisions or does not meet other on-site development standards, such as an insufficient number of parking spaces, of this Ordinance, are considered nonconforming structures.

2. Ordinary Repairs and Maintenance. Normal maintenance and incidental repair may be performed on any nonconforming structure. No repairs or reconstruction shall be made that would create any new nonconformity, increase the degree of any previously existing nonconformity, or increase the bulk of the structure in any manner.

3. Structural Alterations. No structural alterations shall be performed on any nonconforming structure, except in the following situations:

   a. When the alteration is required by law or is necessary to restore the structure to a safe condition upon the order of any official charged with protecting the public safety.

   b. When the alteration will result in eliminating the nonconformity.

   c. When the alteration will not create any new nonconformity or increase the degree of any existing nonconformity.

I. Additions and Enlargements. A structure that is nonconforming with respect to its bulk shall not be added to or enlarged.

J. Relocation. A nonconforming structure shall not be relocated, in whole or in part, to any other location on the same zoning lot or parcel. A nonconforming structure may be relocated to another zoning lot or parcel if the structure conforms to all regulations of the zoning district in which it is relocated.

K. Damage or Destruction.

   1. In the event that any nonconforming structure is structurally damaged or destroyed by means within the control of the property owner or tenant, the structure, as restored or repaired, shall comply with all requirements of this Ordinance.

   2. In the event that any nonconforming structure is damaged or destroyed, by any means not within the control of the property owner or tenant, to the extent of fifty percent (50%) or more of its replacement value at that time, then the structure may not be restored or rebuilt unless the structure, including foundation is made to conform to all regulations of the zoning district in which it is located.

   3. When such a structure is damaged or destroyed, by any means not within the control of the property owner or tenant, to the extent of less than fifty percent (50%) of the replacement value at that time, it may be repaired and reconstructed provided that no new nonconformities are created and that the existing degree of nonconformity is not increased. A building permit shall be obtained for such rebuilding, restoration, repair, or reconstruction within one (1) year of the date of damage or destruction, and the construction shall be completed within one (1) year of issuance of the building permit.

   4. The replacement value of the structure shall be based on 1) the sale of that structure within the previous year or, if that is not applicable; 2) an appraisal within the last two (2) years or, if that is not available; 3) the amount for which the structure or property was insured prior to the date of the damage or destruction or; 4) an alternative method determined acceptable by the Village.

   5. In the event that the building permit is not obtained within one (1) year, or that repairs are not completed within one (1) year of the issuance of the building permit, then the structure shall not be restored unless it conforms to all regulations of the district in which it is located.

L. Extension of Walls for Nonconforming Single-Family Structures. Where a legal nonconforming single-family residential structure encroaches onto the required front, corner side, rear or interior side yard, said structure may be enlarged or extended vertically or horizontally as defined by its existing perimeter walls, so long as:

   1. The resulting structure does not increase the degree of the existing nonconformity or otherwise violate this Chapter.

2. If the encroachment is within the interior side yard, the resulting setback is at least fifty percent (50%) of that which would otherwise be required.

3. If the encroachment is within the front, corner side or rear yard, the resulting setback is at least eighty percent (80%) of that which would otherwise be required.

M. Nonconforming Educational Facilities and Places of Worship. In the C-5 District, existing educational facilities and places of worship located within the C-5 District as of the effective date of this Ordinance are not required to comply with the bulk and yard regulations of the C-5 District. Such structures shall comply with the regulations of the I District and may be expanded or altered in compliance with the I District bulk and yard regulations. Any newly constructed educational facilities or places of worship after the effective date of this Ordinance must comply with the C-5 District regulations. If the existing educational facility or place of worship is demolished by any means within the control of the property owner or tenant, new construction on the lot must meet the standards of the C-5 District.

N. Nonconforming Garages for Single-Family Dwellings. In recognition of existing single-family dwellings that have a single-car garage to accommodate the required enclosed parking spaces, such dwellings, and garages, as of the effective date of this Ordinance, are deemed conforming in regard to the required number of enclosed parking spaces. Such single-car garages may be repaired, altered, and reconstructed until the principal building is demolished by any means within the control of the property owner or tenant. If the principal structure is demolished, new construction on the lot must accommodate the required number of enclosed parking spaces.

O. Nonconforming Single-Family Dwellings in the C-5 District. In the C-5 District, single-family dwellings as of the effective date of this Ordinance are deemed conforming. Such structures shall comply with the regulations of the R-3 District and may be expanded or altered in compliance with the R-3 District bulk and yard regulations. If an existing single-family dwelling is demolished by any means within the control of the property owner or tenant after the effective date of this Ordinance, any new development must comply with all standards, including use, dimensional and design standards, of the applicable district.

P. Nonconforming lots of record.

This section regulates lots of record, existing on the effective date of this Ordinance, which do not conform to the lot area or lot width requirements of the district in which they are located. No nonconforming lot of record may be improved except in compliance with this section.

1. Individual Lots of Record in Residential Districts. In residential districts, notwithstanding limitations imposed by other provisions of this Ordinance, a single-family dwelling may be erected on a single nonconforming lot of record provided that the lot is in separate ownership, and it meets all other zoning district bulk requirements.

2. Lots of Record Held in Common Ownership (Any District). If there are two (2) or more lots of record with contiguous frontage in common ownership, and one (1) or more of the lots does not meet the requirements for lot width or lot area as established by this Ordinance, the land so involved shall be considered to be a single undivided parcel for the purposes of this Ordinance. No portion of the parcel shall be used, transferred, or conveyed which does not meet the lot width and lot area requirements established by this Ordinance. No division of the parcel shall be made which leaves the remaining lot(s) with lot width or lot area below the requirements of this Ordinance. No building permit shall be issued for the use of any lot, or portion of a lot, transferred or conveyed in violation of this Chapter.

CHAPTER 20.40 - OFFICE PARK & MANUFACTURING ZONING DISTRICTS

20.40.010 – Office Park and manufacturing zoning purpose statements.
20.40.020 – Permitted and special uses.
20.40.030 – Bulk and yard regulations.
20.40.040 – Office Park and manufacturing district design standards.
20.40.050 – General Standards of Applicability.

20.40.010 – Office Park and manufacturing district's purpose statements.

A. Purpose of O-R Office-Research Zoning District. The purpose of the O-R Office-Research District is to accommodate developments of large office structures, research, and development facilities, and/or light manufacturing/distribution uses with no outside impacts. This district sets aside large, accessible parcels of land where architecturally coordinated office and industrial structures can be built in a campus-like atmosphere. Examples of typical O-R District uses might include the international headquarters of a large corporation, large research and development facilities, or office parks of substantial size.

B. Purpose of M-1 General Manufacturing Zoning District. The purpose of the M-1 General Manufacturing Zoning District is to provide for research and development facilities, general industrial, warehousing, storage, and office uses. Development standards are intended to buffer surrounding non-industrial uses from the impact of the industrial uses within the district.

C. Purpose of M-MU Manufacturing Mixed-Use Zoning District. The purpose of the M-MU Manufacturing Mixed-Use Zoning District is to provide for research and development facilities, general industrial, warehousing, storage and office uses. In addition to these uses, certain non-industrial uses are also permitted, such as recreational uses and more intensive commercial uses like kennels and pet day care services. Development standards are intended to buffer surrounding less intense uses from the impact of the industrial and commercial uses within the district.

20.40.020 – Permitted and special uses.

Table 20.40-1: Office Park and Manufacturing Zoning Districts Permitted and Special Uses lists permitted and special uses for the office park and manufacturing districts. A "P" indicates that a use is permitted within that district. An "S" indicates that a use is a special use in that district and must obtain special use approval as required in Section 20.16.040 (Special Use). No letter (i.e., a blank space), or the absence of the use from the table, indicates that use is not allowed within that district.

TABLE 20.40-1: OFFICE PARK AND MANUFACTURING ZONING DISTRICTS PERMITTED & SPECIAL USES

USE[1]	DISTRICT			USE STANDARDS
	O-R	M-1	M-MU	
COMMERCIAL				
Adult Use		S	S	Section 20.48.040(A)
Adult-Use Cannabis Dispensing Organization		P	P	Section 20.48.040(D)
Arts Studio	P[2]	P	P	
Car Wash, Automated		P	P	Section 20.48.040(J)
Car Wash, Hand		P	P	Section 20.48.040(J)
Day Care Center, Adult or Child	P[2]			Section 20.48.040(Q)
Drive-Through Facility	P[2]			Section 20.48.040(S)
Financial Institution	P[2]			
Government Facilities	P	P	P	
Garage Storage Facilities		S	S	Section 20.48.040(U)

TABLE 20.40-1: OFFICE PARK AND MANUFACTURING ZONING DISTRICTS PERMITTED & SPECIAL USES				
USE[1]	DISTRICT			USE STANDARDS
	O-R	M-1	M-MU	
Health and Fitness Center		P[2]	P[2]	
Heavy Retail, Rental and Service			S	
Indoor Amusement Facility			S	Section 20.48.040(H)
Medical Cannabis Dispensary		P	P	Section 20.48.040(X)
Mini-Warehouse		P	P	
Motor Vehicle Aftermarket Enhancements		P	P	Section 20.48.040(BB)
Motor Vehicle Dealership			P	Section 20.48.040(Z)
Motor Vehicle Rental Establishment			P	Section 20.48.040(Z)
Motor Vehicle Service and Repair, Minor		P	P	Section 20.48.040(BB)
Motor Vehicle Service and Repair, Major		P	P	Section 20.48.040(BB)
Office	P	P	P	
Outdoor Dining	P[2]			Section 20.48.040(DD)
Outdoor Amusement Facility			S	Section 20.48.040(H)
Pet "Day Care" Service	S		S	Section 20.48.040(FF)
Personal Services Establishment	P[2]		P[2]	
Restaurant	P[2]			
Retail Goods Establishment	P[2]		P[2]	
Shooting Range			S	Section 20.48.040(MM)
Sports Training Facility	P	P	P	
TRANSPORTATION				
Adult-Use Cannabis Transporting Organization or Transporter		S	S	Section 20.48.040(G)
Freight Terminal		P	S	
Motor Vehicle Operations Facility		P	P	Section 20.48.040(AA)
Off-Street Parking Lot	S	S	S	Section 20.48.040(DD)
Parking Structure	S	S	S	Section 20.48.040(DD)
INDUSTRIAL				
Adult-Use Cannabis Craft Grower		S	S	Section 20.48.040(B)
Adult-Use Cannabis Cultivation Center		S	S	Section 20.48.040(C)
Adult-Use Cannabis Infuser Organization or Infuser		S	S	Section 20.48.040(E)
Adult-Use Cannabis Processing Organization or Processor		S	S	Section 20.48.040(F)
Contractor Office		P	P	
Crematorium		S	S	Section 20.48.040(N)
Manufacturing, Light	P	P	P	
Manufacturing, General		P	P	
Medical Cannabis Cultivation Center		P	P	Section 20.48.040(Y)
Recycling Facility, Convenience Drop-Off	P	P	P	Section 20.48.040(HH)
Recycling Facility, General Construction		S	S	Section 20.48.040(II)
Recycling Facility, Major		S		Section 20.48.040(JJ)
Recycling Facility, Minor		P	P	Section 20.48.040(KK)
Research and Development Facility	P	P	P	
Solar Farm	S	S	S	Section 20.48.040(OO)
Warehouse/Distribution	P[2]	P	P	
Wind Farm	S	S	S	Section 20.48.040(RR)
OTHER				
Community Center			S	Section 20.48.040(L)
Murals, Large	S	S	S	Section 20.48.040(CC)
Murals, Small	P	P	P	Section 20.48.040(CC)
Planned Unit Development	S	S	S	Chapter 20.20
Utilities, Private	S	S	S	Section 20.48.040(QQ)

TABLE 20.40-1: OFFICE PARK AND MANUFACTURING ZONING DISTRICTS PERMITTED & SPECIAL USES				
USE[1]	DISTRICT			USE STANDARDS
	O-R	M-1	M-MU	
Wireless Telecommunications Antenna	S, P[3]	S, P[3]	S, P[3]	Section 20.48.040(SS)
Wireless Telecommunications Facility	S	S	S	Section 20.48.040(SS)
Wireless Telecommunications Tower	S	S	S	Section 20.48.040(SS)

TABLE 20.40-1: FOOTNOTES

[1] The terms in this column ("Use") are defined in Chapter 20.68 (Generic Use Definitions).
[2] Allowed only when accessory to developments of large office structures, research, and development facilities, and/or light manufacturing uses, and integrated into the larger development to serve the employees.
[3] Only wireless telecommunications antennas that comply with the stealth design standards of Section 20.48.040(SS) shall be considered permitted uses.

20.40.030 – Bulk and yard regulations.

Table 20.40-2: Office Park and Manufacturing Zoning Districts Bulk and Yard Regulations establishes bulk and yard regulations for the manufacturing districts.

TABLE 20.40-2: OFFICE PARK AND MANUFACTURING ZONING DISTRICTS BULK & YARD REGULATIONS			
BULK AND YARD REGULATIONS	DISTRICT		
	O-R	M-1	M-MU
BULK REGULATIONS			
Minimum Lot Area	5 acres	10,000sf	10,000sf
Minimum Lot Width	100'	100'	100'
Maximum Building Height[1]	75' and 6 stories	47' or 75' if set back equal distance of height when adjacent to a residential zoned lot or existing residential use	47' or 75' if set back equal distance of height when adjacent to a residential zoned lot or existing residential use
YARD REQUIREMENTS			
Minimum Front Yard	25'	25'	25'
Minimum Interior Side Yard –Abutting Non-Residential District	25'	15'	15'
Minimum Interior Side Yard – Abutting Residential District	25'	25'	25'
Minimum Corner Side Yard	25'	25'	25'
Minimum Rear Yard	25'	25'	25'

TABLE 20.40-2: FOOTNOTES

[1] An appurtenance in the office park and manufacturing districts may take any form but shall not exceed a square of 9 feet by 9 feet, and 10 feet in height from roof to top of appurtenance.

20.40.040 – Office Park and manufacturing design standards.

The O-R, M-1 and M-MU Districts shall comply with the following design standards. (See Figure 20.40-1: Office Park and Manufacturing District Design Standards Examples)

A. Façade Articulation and Reduction of Mass and Scale. The following standards for façade articulation and reduction of mass and scale apply to all façades that face a public right-of-way (excluding alleys) or abut a residential district, and the façade where the building entrance is located.

1. All façades shall have at least two (2) of the following architectural features to avoid the appearance of blank walls: change in plane of at least two (2) feet in depth, reveals, windows and openings, and changes in color, texture and/or material to add interest to the building elevation.

2. Large expanses of highly reflective wall surface material and mirror glass on exterior walls are prohibited to prevent heat and glare impacts on the adjacent public streets and properties.

3. Buildings with façades over one hundred (100) feet in length shall incorporate wall projections or recesses, change in materials, or changes in wall plane a minimum of two (2) feet in depth a maximum of every seventy-five (75) feet.

4. In multi-building complexes, a comprehensive architectural concept shall be developed and maintained, as well as a campus-like design. Various site components must be unified through the use of similar design features, construction, material, and colors. Buildings within such complexes must be compatible in height and scale. If different scale is required for functional reasons, adequate transition shall be provided between the buildings.

5. The design of accessory buildings, such as security kiosks, maintenance buildings, and outdoor equipment enclosures, shall be incorporated into, and compatible in design concept with, the overall design of the project and the main buildings on the site.

6. Predominant façade colors shall be subtle, neutral, or earth-tone colors. Primary colors, high-intensity colors, metallic or fluorescent colors, and black are prohibited as predominant façade colors. Building trim and accent areas may be brighter and include primary colors.

B. Roof Design.

1. The roofline at the top of the structure shall not run in a continuous plane for more than one hundred (100) feet without offset of the roof plane..

2. Buildings shall use decorative roof elements, such as projecting cornices, to enhance roof edges and define building entrances, waiting areas, main pedestrian routes or activity areas.

3. The following roof materials are prohibited:

a. Corrugated metal (standing seam metal roofs permitted).

b. Reflective surfaces that produce glare.

4. Green roof, blue roof and white roof designs are encouraged.

C. Site Layout.

1. Public entrances and primary building elevations shall face public streets. Main entrances to the buildings shall be well defined. Service doors shall be recessed and integrated into the overall design of the building.

2. The entry to office or guest facilities shall address the street, with direct access to office or guest facilities from street frontages and parking areas. In the O-R District, manufacturing and warehouse structures shall be set back towards the center of the site to minimize impact on adjacent parcels.

3. In multi-building complexes, a distinct visual link shall be established among various buildings by using architectural or site design elements such as courtyards, plazas, landscaping, and walkways to unify the project.

4. The parking lot shall not be the dominant visual element of the site along the primary roadway. Large expansive paved areas located between the street and the building are prohibited. Smaller multiple lots separated by landscaping and buildings, or placement behind buildings, is required.

5. Campus developments shall provide a pedestrian link to adjacent commercial uses to provide safe pedestrian access between the campus and commercial uses outside the development.

D. Building Materials.

1. Permitted Materials.

Permitted building materials for exterior use in the construction of new office park and industrial uses are as follows:

a. Clay Brick.

b. Wood.

c. Natural or cast stone.

d. Tinted and/or textured concrete masonry units.

e. Stucco.

f. For manufacturing buildings, high quality metal may be used as exterior siding or in large expanses only if approved by the Zoning Administrator (metal may be used for minor architectural features and trims).

g. Architectural precast concrete.

h. Prefabricated steel panels may be used for accent features only, not as the primary façade material.

2. Prohibited Materials.

Prohibited materials for a predominant surface finish material in the construction of new office park and industrial uses are as follows:

a. Plain concrete block.

b. EIFS panels on the ground floor; EIFS panels discouraged on upper floors.

c. Vinyl.

d. Corrugated metal.

FIGURE 20.40-1: OFFICE PARK AND MANUFACTURING DISTRICT DESIGN STANDARDS EXAMPLES

Buildings with façades over 100 feet in length must incorporate wall projections or recesses. Predominant façade colors must be subtle, neutral, or earth-tone colors. Building trim and accent areas may be brighter and include primary colors. All facades that face the street must incorporate architectural features to avoid the appearance of blank walls, including windows and openings, and changes in color, texture and/or material to add interest to the building elevation.

Rooflines must be broken up articulations in the facade, changes in the height of portions of the roof, or change in color, material, or texture.

Front entrances should be well-defined.

FIGURE 20.40-1: OFFICE PARK AND MANUFACTURING DISTRICT DESIGN STANDARDS EXAMPLES

The parking lot should not dominate the street entrance. Landscaping should complement the front entrance.

Plazas integrated into the building site can enhance landscaping and can be used to link together multi-complex buildings.

20.40.050 – General Standards of Applicability.

A. Temporary Uses. See Section 20.52.070 (Temporary Uses) for standards governing temporary uses.

B. Accessory Structures and Uses. See Section 20.52.050 (Accessory Structures and Uses) for standards covering accessory structures and uses.

C. Site Development Standards. See Chapter 20.52 for standards governing additional on-site development standards such as exterior lighting requirements and permitted encroachments.

D. Environmental Performance Standards. See Section 20.52.080 (Environmental Performance Standards) for standards governing environmental performance standards.

E. Off-Street Parking and Loading. See Chapter 20.56 (Off-Street Parking and Loading) for standards governing off-street parking and loading.

F. Landscape and Screening. See Chapter 20.60 (Landscape and Screening) for standards governing landscape and screening.

G. Lighting. See Chapter 20.62 for additional standards governing exterior lighting in addition to other regulations in this Ordinance.

CHAPTER 20.44 - SPECIAL PURPOSE ZONING DISTRICTS

20.44.010 – Special purpose zoning districts purpose statements.
20.44.020 – Permitted and special uses.
20.44.030 – Bulk and yard regulations.
20.44.040 – L-MU District standards.
20.44.045 – TND District standards.
20.44.050 – General standards of applicability.

20.44.010 – Special purpose zoning districts purpose statements.

A. Purpose of OS Open Space Zoning District. The purpose of the OS Open Space Zoning District is to provide and protect publicly and privately owned open space, natural areas, and passive and active outdoor recreation facilities located within the Village.

B. Purpose of I Institutional Zoning District. The purpose of the I Institutional Zoning District is to accommodate governmental, educational, and cultural facilities located within the Village.

C. Purpose of L-MU Lakefront Mixed-Use Zoning District. The purpose of the L-MU Lakefront Mixed-Use Zoning District is to create a mixed-use environment along the Diamond Lake lakefront. In the L-MU District non-residential uses are encouraged along the ground floor, with residential uses above. Commercial uses such as restaurants and retail establishments should be oriented to the lake and sited so that access to Diamond Lake is maintained both physically and visually.

D. Purpose of TND Traditional Neighborhood Design Zoning District. The purpose of the TND District is to promote complete neighborhoods of traditional character that are compact, pedestrian-oriented, mixed-use, tree-lined, and integrated with varied natural landscapes, providing for a wide range of housing types, commercial uses, and community amenities. A complete neighborhood is one in which a resident of the neighborhood lives within walking distance of most daily needs, is pedestrian and bike friendly, and provides an environment that minimizes the impact of automobiles. Given the nature of traditional neighborhood developments, the TND District is intended to be mapped only in areas providing a minimum of 20 contiguous acres, and new development within the TND District should be in accordance with a planned unit development (PUD) approval.

20.44.020 – Permitted and special uses.

Table 20.44-1: Special Purpose Zoning Districts Permitted and Special Uses lists permitted and special uses for the special purpose districts. A “P” indicates that a use is permitted within that district. An “S” indicates that a use is a special use in that district and must obtain special use approval as required in Section 20.16.040 (Special Use). No letter (i.e., a blank space), or the absence of the use from the table, indicates that use is not allowed within that district.

TABLE 20.44-1a: SPECIAL PURPOSE ZONING DISTRICTS PERMITTED & SPECIAL USES			
	DISTRICT		
USE[1]	OS	I	USE STANDARDS
INSTITUTIONAL			
Assembly Hall	P	P	
Cultural Facility	P	P	Section 20.48.040(O)
Educational Facilities, College/University		P	Section 20.48.040(T)
Educational Facilities, Primary		P	Section 20.48.040(T)
Educational Facilities, Secondary		P	Section 20.48.040(T)
Educational Facilities, Seminary		P	Section 20.48.040(T)
Educational Facilities, Vocational School		P	Section 20.48.040(T)
Government Facilities	P	P	
Hospital		P	
Place of Worship		P	Section 20.48.040(GG)
OPEN SPACE			
Cemetery	P	P	Section 20.48.040(K)
Country Club	P		
Driving Range	P		
Forest Preserve	P		
Golf Course	P		
Health and Fitness Center	P		
Park/Playground	P	P	
Urban Agriculture	P	S	Section 20.48.040(PP)
Zoo	P		
OTHER			
Community Center	S	S	Section 20.48.040(L)
Mural, Large	S	S	Section 20.48.040(CC)
Mural, Small	P	P	Section 20.48.040(CC)
Outdoor Dining	P	P	Section 20.48.040(EE)
Outdoor Seating	P	P	Section 20.48.040(EE)
Planned Unit Development		S	Chapter 20.20
Utilities, Private		S	Section 20.48.040(QQ)
Wireless Telecommunications Antenna	S, P[2]	S, P[2]	Section 20.48.040(SS)
Wireless Telecommunications Facility	S	S	Section 20.48.040(SS)
Wireless Telecommunications Tower	S	S	Section 20.48.040(SS)

TABLE 20.44-1: FOOTNOTES

[1] The terms in this column ("Use") are defined in Chapter 20.68 (Generic Use Definitions).

[2] Only wireless telecommunications antennas that comply with the stealth design standards of Section 20.48.040(SS) shall be considered permitted uses.

TABLE 20.44-1b: SPECIAL PURPOSE ZONING DISTRICTS PERMITTED & SPECIAL USES			
USE[1]	L-MU	TND	USE STANDARDS
RESIDENTIAL			
Dwelling, Above the Ground Floor	P		
Dwelling, Multi-Family	P		Section 20.44.040
Residential Care Facility	P		Section 20.48.040(LL)
INSTITUTIONAL			
Assembly Hall	S		
Cultural Facility	S		Section 20.48.040(O)
Government Facilities	P		
COMMERCIAL			
Art Gallery	P		
Arts Studio	P		
Banquet Facility	S		Section 20.48.040(I)
Day Care Center, Adult or Child	P		Section 20.48.040(Q)
Financial Institution	P		
Hotel/Motel	S		
Indoor Amusement Facility	P		Section 20.48.040(H)
Live Entertainment – Indoor	P		Section 20.48.040(W)
Live Entertainment – Outdoor	S		Section 20.48.040(W)
Office	P		
Outdoor Dining	P		Section 20.48.040(EE)
Personal Services Establishment	P		
Pet "Day Care" Service	S		Section 20.48.040(FF)
Pet Service	P		Section 20.48.040(FF)
Restaurant	P		
Retail Goods Establishment	P		
Tavern/Bar	P		
OPEN SPACE			
Park/Playground	P		
OTHER			
Community Center	S		Section 20.48.040(L)
Mural, Large	S		Section 20.48.040(CC)
Mural, Small	P		Section 20.48.040(CC)
Planned Unit Development	S	S	Chapter 20.20; Section 20.44.045
Utilities, Private	S		Section 20.48.040(QQ)
Wireless Telecommunications Antenna	S, P[2]		Section 20.48.040(SS)
Wireless Telecommunications Facility	S		Section 20.48.040(SS)
Wireless Telecommunications Tower	S		Section 20.48.040(SS)

TABLE 20.44-1: FOOTNOTES

[1] The terms in this column ("Use") are defined in Chapter 20.68 (Generic Use Definitions).

[2] Only wireless telecommunications antennas that comply with the stealth design standards of Section 20.48.040(SS) shall be considered permitted uses.

20.44.030 – Bulk and yard regulations.

Table 20.44-2: Special Purpose Zoning Districts Bulk and Yard Regulations establishes bulk and yard regulations for the special purpose districts.

TABLE 20.44-2: SPECIAL PURPOSE ZONING DISTRICTS BULK AND YARD REGULATIONS

BULK AND YARD REGULATIONS	DISTRICT				
	OS	I	L-MU		TND
BULK REGULATIONS					
Minimum Lot Area	None	None	Residential: 2,000sf/du	Non-Residential: None	Subject to PUD Ordinance
Minimum Lot Width	None	None	None		Subject to PUD Ordinance
Minimum Building Height[1]	None	None	24'		Subject to PUD Ordinance
Maximum Building Height[1]	35' and 3 stories	45' and 4 stories	40' and 3 stories		Subject to PUD Ordinance
Maximum Lot Coverage[2]	50%	50%	None		Subject to PUD Ordinance
YARD REGULATIONS[2]					
Minimum Front Yard	20'	20'	10'		Subject to PUD Ordinance
Minimum Interior Side Yard	15'	15'	15'		Subject to PUD Ordinance
Minimum Corner Side Yard	20'	20'	10'		Subject to PUD Ordinance
Minimum Rear Yard	25'	25'	10'		Subject to PUD Ordinance

TABLE 20.44-2: FOOTNOTES

[1] An appurtenance in the office park and manufacturing districts may take any form but shall not exceed a square of 9 feet by 9 feet, and 10 feet in height. Where a place of worship is located within the I District, steeples and similar architectural features on places of worship are permitted up to extend up to 75' in height.

[2] For the OS District, yard and lot coverage regulations apply only to permanent structures.

20.44.040 – L-MU District design standards.

All structures in the L-MU District shall meet the following design standards. Residential dwellings shall utilize an authentic architectural style, as referenced in the Mundelein Residential Design Guidelines adopted in 2020, as may be amended from time to time.

A. Façade Articulation and Siting.

1. Multi-story buildings shall be designed with a definable base, middle and top. Rooflines, cornice treatments, and window designs should divide larger buildings.

2. Blank walls are prohibited on all facades visible from the public right-of-way (excluding alleys), abutting a residential district, or located along the lakefront.

3. Large, flat facades shall be avoided, which can be accomplished by articulating the building mass to create substantial shadows and visual interest. Windows, projected entrances, and overhangs must be included on the street facing façade to add variety and maintain a pedestrian-scale. When the sidewalls of a multi-family development face a street, building facades shall be designed with elements of a front façade, including doors and/or windows.

4. Predominant façade colors must be subtle, neutral, or earth-tone colors. Primary colors, high-intensity colors, metallic colors, fluorescent colors, and black are prohibited as predominant façade colors. Building trim and accent areas may be brighter and include primary colors.

5. Outdoor dining and public outdoor seating areas are encouraged along any façade that

abuts the lakefront.

6. No overhead service doors or bays may face the lakefront. Loading and service areas must be internal to the development and may be accessed through internal service corridors.

B. Fenestration.

1. Windows shall be set back into or projected out from the façade to provide depth and shadow. Windows shall include visually prominent sills or other appropriate forms of framing. Awnings should be used to accentuate window openings and add interest to the design of the building.

2. Non-residential units under 25,000 square feet on the ground floor along a public street require fifty percent (50%) transparency comprised of clear windows or doors for the façade area between two feet (2') and eight feet (8') above the average grade for all walls that front on a public street or access area, which allows views of indoor space or product display areas. Parking structures or walls of structures that are used for ground floor parking are exempt from the transparency requirements; however, decorative elements and architectural elements are required to break up the façade. Windows shall be constructed of clear or lightly tinted glass. Excessive tinting, mirrored glass, or reflective glass is prohibited. In-line retail is considered multiple uses with each unit counting individually towards the size requirement.

C. Roof Design.

1. Parapet walls shall feature three-dimensional cornice treatments or other shadow-creating detail elements along their tops.

2. Roof forms shall be articulated so that varied planes and massing within the overall roof are provided. Large, monotonous, simple pitched roofs, without breaks in the expanse of the roof, are prohibited. Dormers and gables can be used to break up large expanses of roof area. For flat roofs, cornices and parapets should be used to add variety and break up the roofline. Rooflines shall be modulated through the use of varied roof heights.

3. Green roof, blue roof, and white roof designs are encouraged.

D. Entrances.

1. All buildings shall have a public entrance from the sidewalk along the primary street frontage. Public entrances should be articulated from the building mass.

2. Secondary building entrances are encouraged on facades facing the lakefront.

3. Façades that abut parking areas and contain a public entrance shall make provision for pedestrian walkways and landscape areas.

E. Building Materials.

1. The following materials are permitted for use on exterior elevations:

a. Clay brick.

b. Natural or cast stone.

d. Wood.

e. Architectural precast concrete.

2. The following building materials are prohibited. However, such materials may be used as decorative or detail elements, or as part of the exterior construction that is not used as a surface finish material.

a. Plain concrete block.

b. Corrugated Metal.

c. Aluminum, steel, or other metal sidings.

d. Metal wall panels.

e. Exposed aggregate (rough finish) concrete wall panels.

f. Exterior insulating finish systems (EIFS).

g. Plastic.

h. Vinyl.

i. Stucco.

20.44.045 – TND District development and design standards.

A. Because of the unique nature, large size, and mixed-used character of a traditional neighborhood development, property within the TND District can be developed only as a planned unit development (PUD). All property within the TND District shall be used and developed in accordance with the standards, terms, and conditions set forth in the PUD ordinance approved by the Village Board for such property.

B. A PUD in the TND District is exempt from Sections 20.20.040, 20.20.050, 20.20.060, 20.20.070, and 20.20.090 of this title, and shall instead be subject to the regulations, standards, and procedures set forth in this section.

C. An ordinance approving a PUD in the TND District may:

a. grant exceptions from, or modifications to, any otherwise-applicable zoning standard or regulation in this Title 20, including, without limitation:

i. waiving or modifying any of the general standards and procedures for planned unit developments;

ii. setting forth time periods for filing applications for final PUD plan approval and for commencing or completing construction that are different than the time periods otherwise provided in this title;

iii. waiving or modifying general standards, or specifying alternative standards, for land use, development, and design within the PUD;

iv. waiving or modifying general standards, or specifying alternative standards, for existing and/or non-confirming buildings, structures, and uses within the PUD;

b. grant exceptions from, or modifications to, the provisions of Title 19 (Subdivisions); and/or

c. grant exceptions from, or modifications to, the provisions of the provisions of Title 16 (Buildings and Construction).

D. The following standards shall apply to village review and approval of a PUD in the TND District, including the grant of exceptions from, or modifications to, any otherwise-applicable standards or regulations:

a. The entire property proposed for the PUD shall be in single ownership or under such unified control as to ensure that the entire property will be developed as a unified whole.

b. The applicant shall have the burden of establishing that the subject property is of sufficient size and shape to be planned and developed as a unified whole capable of meeting the objectives of the TND District pursuant to this section.

c. The applicant may be required to submit a proposed development agreement as part of the PUD application.

d. Whenever the village board determines that development of the PUD will create a need for land for public purposes, the village board may require that such land be designated and dedicated for such use, or that the development make contribution of cash in lieu of land for such use. The village board may require evidence that all requirements of village ordinances pertaining to the dedication of land or the contribution of cash in connection with subdivisions or developments of land have been met with respect to the proposed PUD.

e. The final plan shall include provisions for the ownership and maintenance of open space and common improvements as reasonably necessary to ensure their continuity, care, conservation, maintenance, and operation.

f. The PUD shall not adversely affect the natural environment of the community as a whole.

g. Properties within the PUD shall be accessible to public streets that are adequate to carry the traffic that will be generated by the proposed development. The streets, driveways, parking, pedestrian and bicycle facilities, and other transportation facilities within the proposed development shall be adequate to serve the uses within the PUD.

h. The PUD shall provide for underground installation of utilities. Provision shall be made for acceptable design and construction of storm sewer facilities and appropriate storm retention and detention devices. The construction and maintenance of all utilities, roadways, parking facilities and other site improvements shall be in accordance with the requirements of this title and other regulations of the village.

i. The PUD shall be compatible with the Village's Comprehensive Plan and land use policies.

j. The PUD shall promote the objectives of the TND District.

E. A PUD in the TND District shall be established in accordance with the following procedures:

a. Pre-Application Consultation. Prior to the filing of an application for a PUD in the TND District, the applicant shall confer with the zoning administrator, as well as other

village staff the zoning administrator deems appropriate, regarding the proposed development.

b. Approval of a PUD as a Special Use in the TND District.

i. Application. All applications for a PUD in the TND District shall contain

1. Regulating Plan;

2. Illustrative Site Plan;

3. Preliminary Landscape Plan (if applicable);

4. Thoroughfare Plan;

5. Architectural Standards and housing types; and

6. Covenants, conditions, and restrictions.

The application shall be filed with the zoning administrator, who shall forward a copy of the same to the planning and zoning commission.

ii. Action by the Planning and Zoning Commission.

1. The planning and zoning commission shall review the proposed PUD and special use at a public hearing within sixty days of receipt of a complete application. If, in the planning and zoning commission's judgment, the application does not contain sufficient information to enable the planning and zoning commission to properly discharge its responsibilities, the planning and zoning commission may request additional information from the applicant. In that event, the sixty-day period shall be suspended pending receipt of all requested information.

2. Within sixty (60) days of the close of the public hearing, the planning and zoning commission shall either:

a. Recommend approval or denial of the PUD and special use and any associated plats and plans, and submit its written recommendation to the village board; or

b. Advise the applicant in writing of any recommended changes, additions or corrections to the PUD. The applicant may, within thirty days, submit a revised PUD application for planning and zoning commission consideration at a continuation of, or at a new, public hearing. The applicant may do so without paying an additional filing fee. The planning and zoning commission shall then recommend approval or denial of the PUD and special use and submit its written recommendation to the village board.

3. The planning and zoning commission's recommendation shall include:

a. Findings of fact.

b. The reasons supporting the recommendation consistent with the standards set forth in Section 20.44.045(C).

c. A conclusion or statement setting forth the recommendation.

d. Any recommended limitations or conditions.

iii. Action by the Village Board. The village board, after receipt of the recommendations from the planning and zoning commission, shall approve, approve with conditions, or deny the PUD and special use within sixty days following the receipt of the recommendations of the planning and zoning commission.

1. If the PUD and special use are denied, the village board shall state in writing the reasons for the denial, and such writing shall be filed with the zoning administrator, and a copy shall be sent to the applicant.

2. If the PUD and special use are approved, the village board shall adopt a PUD ordinance to govern the proposed development, consistent with this Chapter.

iv. Development Standards. The ordinance approving a PUD in the TND District shall include use, development, and design standards, procedures, and other requirements for the PUD as deemed appropriate by the village board consistent with this section.

1. A PUD Ordinance for development in the TND District shall include:

a. Uses authorized as permitted and special uses within the PUD; and

b. Bulk and yard regulations.

2. Additionally, a PUD ordinance for development in the TND District may establish standards, regulations, procedures, and other requirements for the PUD that supplement or depart from the normal requirements of this Title 20 and/or Titles 16 and 19 of the Village Code, including without limitation:

a. Performance standards for any uses;

b. Prohibited uses;

c. Accessory use and temporary use standards and regulations;

d. Non-conforming use, lot, and structure regulations;

e. Off-street parking and loading regulations;

f. Site development, subdivision, and engineering standards and regulations;

g. Architectural design standards;

h. Landscaping and screening standards;

i. Development schedules and phasing;

j. Procedures for administration of the PUD, including administrative interpretations, minor deviations and modifications, and plan approvals;

k. Exceptions from, or modifications to, any otherwise-applicable zoning standard or regulation in this Title 20, Title 19 (Subdivisions), or Title 16 (Buildings and Construction);

l. Parameters for the commencement and phasing of development;

m. Any other standards, procedures, or conditions deemed appropriate to govern development of the PUD.

v. Final Plans; Adjustments.

1. The applicant shall submit final plans and plats prior to commencing construction within the PUD in accordance with the standards and procedures set forth in the PUD ordinance.

2. Adjustments may be made to approved final plans in accordance with the standards and procedures set forth in the PUD ordinance.

vi. Construction. If construction work on the proposed PUD has not commenced within the timeframe set forth in the PUD ordinance, the PUD ordinance shall be subject to revocation by the village board without a public notice.

20.44.050 – General standards of applicability.

The following general standards shall apply to the OS, I, and L-MU zoning districts:

A. Temporary Uses. See Section 20.52.070 (Temporary Uses) for standards governing temporary uses.

B. Accessory Structures and Uses. See Section 20.52.050 (Accessory Structures and Uses) for standards covering accessory structures and uses.

C. Site Development Standards. See Chapter 20.52 for standards governing additional on-site development standards such as exterior lighting requirements and permitted encroachments.

D. Environmental Performance Standards. See Section 20.52.080 (Environmental Performance Standards) for standards governing environmental performance standards.

E. Off-Street Parking and Loading. See Chapter 20.56 (Off-Street Parking and Loading) for standards governing off-street parking and loading.

F. Landscape and Screening. See Chapter 20.60 (Landscape and Screening) for standards governing landscape and screening.

G. Lighting. See Chapter 20.62 for additional standards governing exterior lighting in addition to other regulations in this Ordinance.

CHAPTER 20.48 - USE STANDARDS

20.48.010 – Purpose.
20.48.020 – Applicability.
20.48.030 – Use of land and structures.
20.48.040 – Generic use standards.

20.48.010 – Purpose.

The purpose of this Chapter is to set forth additional requirements for certain uses of land. These standards are intended to ensure that the use is compatible with the surrounding area.

20.48.020 – Applicability.

The following use standards apply to all properties outside of the C-5 District and the TND District. Properties in the C-5 District are regulated by the standards of Chapter 20.36. Properties in the TND District are regulated by Section 20.44.045 and the applicable planned unit development ordinance.

20.48.030 – Use of land and structures.

No structure or premises shall be used or occupied except in conformity with the regulations for the zoning district in which it is located. No structure shall be erected, reconstructed, extended, enlarged, altered, or moved except in conformity with the regulations of the zoning district in which it is located.

20.48.040 – Generic use standards.

In addition to the use standards below, all uses are required to comply with all provisions of this Code including, but not limited to, Chapter 20.52 (On-Site Development Standards), Chapter 20.56 (Off-Street Parking and Loading), and Chapter 20.60 (Landscape and Screening), and all other Village regulations. Approved special uses may have additional conditions and standards imposed upon them that must be complied with as well.

A. Adult Use. All adult uses shall comply with the requirements of Title 5, Chapter 80 (Adult-Oriented Businesses) of the Village Code. Nothing therein shall apply to Adult-Use Cannabis Business Establishment.

B. Adult Use Cannabis Craft Grower. All adult-use cannabis craft growers shall comply with the requirements of Title 5, Chapter 5.106 (Adult-Use Cannabis Business Establishments) of the village code and the following:

    1. Compliance with State Regulations and Rules.

        a. All adult-use cannabis craft growers shall comply with the Cannabis Regulation and Tax Act (Public Act 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder, and the regulations provided below. In the event that the Cannabis Regulation and Tax Act is amended, the more restrictive of the state or local regulations shall apply.

    2. Sales or Distribution.

        a. An adult-use cannabis craft grower may not conduct any sales or distribution of cannabis other than as authorized by the Cannabis Regulation and Tax Act.

3. Location.

    a. An adult-use cannabis craft grower may not be located within one thousand (1,000) feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, or day care home. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this section.

    b. An adult-use cannabis craft grower may not be located within five hundred (500) feet of the property line of a pre-existing park. A “pre-existing park” means parks owned and operated by the Mundelein Park and Recreation District, Vernon Hills Park District, Village of Libertyville, Fremont Township, Vernon Township, Libertyville Township, Ela Township, and the Lake County Forest Preserve District. “Pre-existing Park” excludes golf courses and cemeteries.

4. Compliance.

    a. An adult-use cannabis craft grower petitioner shall file an affidavit with the village affirming compliance with Title 20, Chapter 20.16 (Applications and Approval Processes) and all other requirements of the Cannabis Regulation and Tax Act.

5. Multi-Use Property.

    a. The village may approve locating an adult-use cannabis craft grower with an adult-use cannabis dispensing organization or an adult-use cannabis infuser organization or infuser, or both, subject to the provisions of the Cannabis Regulation and Tax Act and Title 20, Chapter 20.16 (Applications and Approval Processes). If approved, the floor space requirements of Sections 20.48.030(D)(16)(a) and 20.48.030(E)(6)(a) shall not apply, but the adult-use cannabis craft grower with the adult-use cannabis dispensing organization or the adult-use cannabis infuser organization or infuser, or both, as the case may be, shall be the sole use of the space.

6. Parking.

    a. Parking areas shall be well lit and monitored by video surveillance equipment whose live images can be viewed by the adult-use cannabis craft grower’s staff and continually recorded in a tamper proof format.

7. Age and Access Limitations.

    a. It shall be unlawful for any adult-use cannabis craft grower to allow any person who is not at least twenty-one (21) years of age within the building

    b. An adult-use cannabis craft grower shall not employ anyone under twenty-one (21) years of age.

8. Security and Video Surveillance.

    a. An adult-use cannabis craft grower shall be an enclosed, locked facility and shall provide and maintain adequate security on the premises, including lighting, video surveillance, and alarms reasonably designed to ensure the safety of persons and to protect the premises from theft.

b. All adult-use cannabis craft grower parking, cultivation, production, and warehousing areas, and shipping bays and entrance shall be monitored by video surveillance equipment whose live images can be viewed by the adult-use cannabis cultivation center's staff and continually recorded in a tamper proof format.

c. A sign shall be posted in a conspicuous visible location on an adult-use cannabis craft grower premises which includes the following language: "This area is under live/recorded video surveillance to aid in the prosecution of any crimes committed against this facility or its patrons."

d. The village administrator, or his/her designee, shall review the adequacy of lighting, security, and video surveillance installations with assistance from appropriate local law enforcement officials for an adult-use cannabis craft grower.

e. Loading of product at an adult-use cannabis craft grower shall occur within secure enclosed shipping bays and shall not be visible from the exterior of the building.

6. Noxious Odors.

a. An adult-use cannabis craft grower shall operate in a manner that prevents odor impacts on neighboring premises or properties and, if necessary, the facility shall be ventilated with a system for odor control.

C. Adult Use Cannabis Cultivation Center. All adult-use cannabis cultivation centers shall comply with the requirements of Title 5, Chapter 5.106 (Adult-Use Cannabis Business Establishments) of the village code and the following:

1. Single Use Property.

a. An adult-use cannabis cultivation center shall not be established in multiple use or tenant property or on a property that shares parking with other uses.

2. Setbacks.

a. Notwithstanding anything to the contrary in Section 20.40.030 of this title, an adult-use cannabis cultivation center shall be a minimum of fifty (50) feet from all property lines. This setback requirement does not apply to existing buildings and shall only apply in the case of new construction or additions.

3. Parking.

a. Parking areas shall be well lit and monitored by video surveillance equipment whose live images can be viewed by the adult-use cannabis cultivation center's staff and continually recorded in a tamper proof format.

4. Age and Access Limitations.

a. It shall be unlawful for any adult-use cannabis cultivation center to allow any person who is not at least twenty-one (21) years of age within the building.

b. An adult-use cannabis cultivation center shall not employ anyone under twenty-one (21) years of age.

c. Access shall be limited exclusively to adult-use cannabis cultivation center staff and local and state officials and those specifically authorized under the Cannabis Regulation and Tax Act (Public Act 101-0027).

5. Security and Video Surveillance.

    a. An adult-use cannabis cultivation center shall be an enclosed, locked facility and shall provide and maintain adequate security on the premises, including lighting, video surveillance and alarms reasonably designed to ensure the safety of persons and to protect the premises from theft.

    b. Notwithstanding anything to the contrary in Section 20.52.040 of this title, an adult-use cannabis cultivation center shall be enclosed by a high security fence. The fence must be adequately secure to prevent unauthorized entry and include gates tied into an access control system.

    c. An adult-use cannabis cultivation center parking, cultivation, production, and warehousing areas, and shipping bays and entrance shall be monitored by video surveillance equipment whose live images can be viewed by the adult-use cannabis cultivation center's staff and continually recorded in a tamper proof format.

    d. A sign shall be posted in a conspicuous visible location on an adult-use cannabis cultivation center premises which includes the following language: "This area is under live/recorded video surveillance to aid in the prosecution of any crimes committed against this facility or its patrons."

    e. The village administrator, or his/her designee, shall review the adequacy of lighting, security, and video surveillance installations with assistance from appropriate local law enforcement officials for an adult-use cannabis cultivation center.

    f. Loading of product at an adult-use cannabis cultivation center shall occur within secure enclosed shipping bays and shall not be visible from the exterior of the building.

6. Noxious Odors.

    a. An adult-use cannabis cultivation center shall operate in a manner that prevents odor impacts on neighboring premises or properties and, if necessary, the facility shall be ventilated with a system for odor control.

7. Conduct on Site.

    a. Retail sales of cannabis or cannabis infused products are strictly prohibited at adult-use cannabis cultivation centers.

    b. It shall be unlawful to cultivate, manufacture, process or package any product, other than adult-use cannabis and adult-use cannabis infused products, at a cultivation center.

8. Compliance with State Regulations and Rules.

    a. All adult-use cannabis cultivation centers shall comply with the Cannabis Regulation and Tax Act (Public Act 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder, and the regulations provided below. In the event that the Cannabis Regulation and Tax Act is amended, the more restrictive of the state or local regulations shall apply.

9. Sales or Distribution.

    a. An adult-use cannabis cultivation center may not conduct any sales or distribution of cannabis other than as authorized by the Cannabis Regulation and Tax Act.

10. Location.

    a. An adult-use cannabis cultivation center may not be located within one thousand (1,000) feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, or day care home. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this section.

    b. An adult-use cannabis cultivation center may not be located within five hundred (500) feet of the property line of a pre-existing park. A “pre-existing park” means parks owned and operated by the Mundelein Park and Recreation District, Vernon Hills Park District, Village of Libertyville, Fremont Township, Vernon Township, Libertyville Township, Ela Township, and the Lake County Forest Preserve District. “Pre-existing Park” excludes golf courses and cemeteries.

11. Compliance.

    a. An adult-use cannabis cultivation center petitioner shall file an affidavit with the village affirming compliance with Title 20, Chapter 20.16 (Applications and Approval Processes) and all other requirements of the Cannabis Regulation and Tax Act.

D. Adult-Use Cannabis Dispensing Organization. All adult-use cannabis dispensing organizations shall comply with the requirements of Title 5, Chapter 5.106 (Adult-Use Cannabis Business Establishments) of the village code and the following:

1. Setbacks.

    a. Notwithstanding anything to the contrary in Section 20.40.030 of this title, an adult-use cannabis dispensing organization shall be a minimum of thirty (30) feet from all property lines. This setback requirement does not apply to existing buildings and shall only apply in the case of new construction or additions.

2. Buffering from other Adult-Use Cannabis Dispensing Organizations.

    a. An adult-use cannabis dispensing organization shall be a minimum of one thousand, five hundred (1,500) feet from all other adult-use cannabis dispensing organizations and medical cannabis dispensing organizations measured from the parcel boundaries.

3. Parking.

    a. All customer parking shall be located in an area which is visible from a public road or a private road that is accessible to the public. If any non-customer parking is not visible from a public road or private road that is accessible to the public, it must be fenced or otherwise enclosed to maintain a separation from the customer parking.

    b. Notwithstanding anything to the contrary in Section 20.52.040, Section 20.60.090, or Section 20.60.100 of this title, customer parking cannot be screened from the roadway with vegetation, fencing, or other obstructions.

c. Parking areas shall be well lit and monitored by video surveillance equipment whose live images can be viewed by the adult-use cannabis dispensing organization's staff and continually recorded in a tamper proof format.

4. Exterior Display.

   a. No adult-use cannabis dispensing organization shall be maintained or operated in a manner that causes, creates, or allows the public viewing of cannabis, cannabis infused products, or cannabis paraphernalia, or similar products from any sidewalk, public or private right-of-way, or any property other than the lot on which the adult-use cannabis dispensing organization is located.

   b. No portion of the exterior of the adult-use cannabis dispensing organization shall utilize or contain any flashing lights, search lights, or spotlights, or any similar lighting system.

5. Drug Paraphernalia Sales.

   a. Adult-use cannabis dispensing organizations that display or sell drug paraphernalia shall do so in compliance with the Illinois Drug Paraphernalia Control Act (720 ILCS 600/1 et seq.) and the Cannabis Regulation and Tax Act (Public Act 101-0027).

6. Age and Access Limitations.

   a. Unless authorized under the Compassionate Use of Medical Cannabis Program Act (410 ILCS 130/1 et seq.), it shall be unlawful for any adult-use cannabis dispensing organization to allow any person who is not at least twenty-one (21) years of age within the building. Adult-use cannabis dispensing organizations shall not employ anyone under twenty-one (21) years of age.

   b. Unless authorized under the Compassionate Use of Medical Cannabis Program Act (410 ILCS 130/1 et seq.), access shall be limited exclusively to the adult-use dispensing organization's staff, local and state officials, and those specifically authorized under the Cannabis Regulation and Tax Act (Public Act 101-0027).

7. Hours of Operation.

   a. The hours of operation of an adult-use cannabis dispensing organization are regulated under Title 5.

8. Drive-Through.

   a. An adult-use cannabis dispensing organization shall not have a drive-through service.

9. Security and Video Surveillance.

   a. An adult-use cannabis dispensing organization shall be an enclosed, locked facility and shall provide and maintain adequate security on the premises, including lighting, video surveillance and alarms reasonably designed to ensure the safety of persons and to protect the premises from theft.

   b. An adult-use cannabis dispensing organization parking area, client entrance, sales area, back room, storage areas and delivery bay and entrance shall be monitored by video surveillance equipment whose live images can be viewed by the adult-use

cannabis dispensing organization's staff and continually recorded in a tamper proof format.

c. A sign shall be posted in a conspicuous visible location on the adult-use cannabis dispensing organization premises which includes the following language: "This area is under live/recorded video surveillance to aid in the prosecution of any crimes committed against this facility or its patrons."

d. The village administrator, or his/her designee, shall review the adequacy of lighting, security, and video surveillance installations with assistance from appropriate local law enforcement officials for an adult-use cannabis dispensing organization.

e. An adult-use cannabis dispensing organization shall report all criminal activities to the police immediately upon discovery.

f. Deliveries to an adult-use cannabis dispensing organization shall occur during normal business hours within a secure enclosed delivery bay.

10. Conduct on Site.

    a. Loitering is prohibited on an adult-use cannabis dispensing organization premises.

    b. It shall be prohibited to smoke, inhale, or consume cannabis products on the adult-use cannabis dispensing organization premises or anywhere on the property occupied by the adult-use cannabis dispensing organization. A sign, at least eight and one-half by eleven (8.5x11) inches, shall be posted inside an adult-use cannabis dispensing organization premises in a conspicuous visible location and shall include the following language: "Smoking, eating, drinking, or other forms of consumption of cannabis products is prohibited on dispensary property."

11. Compliance with State Regulations and Rules.

    a. All adult-use cannabis dispensing organizations shall comply with the Cannabis Regulation and Tax Act (Public Act 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder, and the regulations provided below. In the event that the Cannabis Regulation and Tax Act is amended, the more restrictive of the state or local regulations shall apply.

12. Sales or Distribution.

    a. An adult-use cannabis dispensing organization may not conduct any sales or distribution of cannabis other than as authorized by the Cannabis Regulation and Tax Act.

13. Location.

    a. An adult-use cannabis dispensing organization may not be located within one thousand (1,000) feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, or day care home. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this section.

    b. An adult-use cannabis dispensing organization may not be located within five hundred (500) feet of the property line of a pre-existing park. A "pre-existing park" means parks owned and operated by the Mundelein Park and Recreation District, Vernon Hills Park District, Village of Libertyville, Fremont Township, Vernon

Township, Libertyville Township, Ela Township, and the Lake County Forest Preserve District. “Pre-existing Park” excludes golf courses and cemeteries.

14. Compliance.

    a. An adult-use cannabis dispensing organization petitioner shall file an affidavit with the village affirming compliance with Title 20, Chapter 20.16 (Applications and Approval Processes) and all other requirements of the Cannabis Regulation and Tax Act.

15. Multi-Use Property.

    a. The village may approve locating an adult-use cannabis dispensing organization with an adult-use cannabis craft grower or an adult-use cannabis infuser organization or infuser, or both, subject to the provisions of the Cannabis Regulation and Tax Act and Title 20, Chapter 20.16 (Applications and Approval Processes). If approved, the floor space requirements of Sections 20.48.030(D)(16)(a) and 20.48.030(E)(6)(a) shall not apply, but the adult-use cannabis dispensing organization with the adult-use cannabis craft grower or the adult-use cannabis infuser organization or infuser, or both, as the case may be, shall be the sole use of the space.

16. Use of Property.

    a. At least seventy-five percent (75%) of the floor area of any space occupied by an adult-use cannabis dispensing organization shall be devoted to the activities of the adult-use cannabis dispensing organization as authorized by the Cannabis Regulation and Tax Act, and no adult-use cannabis dispensing organization shall also sell food for consumption on the premises.

E. Adult Use Cannabis Infuser Organization or Infuser. All adult-use cannabis infuser organizations or infusers shall comply with the requirements of Title 5, Chapter 5.106 (Adult-Use Cannabis Business Establishments) of the village code and the following:

1. Compliance with State Regulations and Rules.

    a. All adult-use cannabis infuser organizations or infusers shall comply with the Cannabis Regulation and Tax Act (Public Act 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder, and the regulations provided below. In the event that the Cannabis Regulation and Tax Act is amended, the more restrictive of the state or local regulations shall apply.

2. Sales or Distribution.

    a. An adult-use cannabis infuser organization or infuser may not conduct any sales or distribution of cannabis other than as authorized by the Cannabis Regulation and Tax Act.

3. Location.

    a. An adult-use cannabis infuser organization or infuser may not be located within one thousand (1,000) feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, or day care home. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this section.

b. An adult-use cannabis infuser organization or infuser may not be located within five hundred (500) feet of the property line of a pre-existing park. A “pre-existing park” means parks owned and operated by the Mundelein Park and Recreation District, Vernon Hills Park District, Village of Libertyville, Fremont Township, Vernon Township, Libertyville Township, Ela Township, and the Lake County Forest Preserve District. “Pre-existing Park” excludes golf courses and cemeteries.

4. Compliance.

   a. An adult-use cannabis infuser organization or infuser petitioner shall file an affidavit with the village affirming compliance with Title 20, Chapter 20.16 (Applications and Approval Processes) and all other requirements of the Cannabis Regulation and Tax Act.

5. Multi-Use Property.

   a. The village may approve locating an adult-use cannabis infuser organization or infuser with an adult-use cannabis craft grower or an adult-use cannabis dispensing organization, or both, subject to the provisions of the Cannabis Regulation and Tax Act and Title 20, Chapter 20.16 (Applications and Approval Processes). If approved, the floor space requirements of Sections 20.48.030(D)(16)(a) and 20.48.030(E)(6)(a) shall not apply, but the adult-use cannabis infuser organization or infuser with the adult-use cannabis craft grower or the adult-use cannabis dispensing organization, or both, as the case may be, shall be the sole use of the space.

6. Use of Property.

   a. At least seventy-five percent (75%) of the floor area of any space occupied by an adult-use cannabis infuser organization or infuser shall be devoted to the activities of the adult-use cannabis infuser organization or infuser as authorized by the Cannabis Regulation and Tax Act.

7. Age and Access Limitations.

   a. It shall be unlawful for any adult-use cannabis infuser organization to allow any person who is not at least twenty-one (21) years of age within the building.

   b. An adult-use cannabis infuser organization shall not employ anyone under twenty-one (21) years of age.

8. Security and Video Surveillance.

   a. An adult-use cannabis infuser organization shall be an enclosed, locked facility and shall provide and maintain adequate security on the premises, including lighting, video surveillance and alarms reasonably designed to ensure the safety of persons and to protect the premises from theft.

   b. An adult-use cannabis infuser organization parking, production, warehousing areas, shipping bays and entrance shall be monitored by video surveillance equipment whose live images can be viewed by the adult-use cannabis infuser organization’s staff and continually recorded in a tamper proof format.

   c. A sign shall be posted in a conspicuous visible location on an adult-use cannabis infuser organization premises which includes the following language: “This area is under live/recorded video surveillance to aid in the prosecution of any crimes committed against this facility or its patrons.”

d. The village administrator, or his/her designee, shall review the adequacy of lighting, security, and video surveillance installations with assistance from appropriate local law enforcement officials for an adult-use cannabis infuser organization.

e. Loading of product at an adult-use cannabis infuser organization shall occur within secure enclosed shipping bays and shall not be visible from the exterior of the building.

9. Noxious Odors.

a. An adult-use cannabis infuser organization shall operate in a manner that prevents odor impacts on neighboring premises or properties and, if necessary, the facility shall be ventilated with a system for odor control.

F. Adult-Use Cannabis Processing Organization or Processor. All adult-use cannabis processing organizations or processors shall comply with the requirements of Title 5, Chapter 5.106 (Adult-Use Cannabis Business Establishments) and the following:

1. Compliance with State Regulations and Rules.

a. All adult-use cannabis processing organizations or processors shall comply with the Cannabis Regulation and Tax Act (Public Act 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder, and the regulations provided below. In the event that the Cannabis Regulation and Tax Act is amended, the more restrictive of the state or local regulations shall apply.

2. Sales or Distribution.

a. An adult-use cannabis processing organization or processor may not conduct any sales or distribution of cannabis other than as authorized by the Cannabis Regulation and Tax Act.

3. Location.

a. An adult-use cannabis processing organization or processor may not be located within one thousand (1,000) feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, or day care home. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this section.

b. An adult-use cannabis processing organization or processor may not be located within five hundred (500) feet of the property line of a pre-existing park. A “pre-existing park” means parks owned and operated by the Mundelein Park and Recreation District, Vernon Hills Park District, Village of Libertyville, Fremont Township, Vernon Township, Libertyville Township, Ela Township, and the Lake County Forest Preserve District. “Pre-existing Park” excludes golf courses and cemeteries.

4. Compliance.

a. An adult-use cannabis processing organization or processor petitioner shall file an affidavit with the village affirming compliance with Title 20, Chapter 20.16 (Applications and Approval Processes) and all other requirements of the Cannabis Regulation and Tax Act.

5. Use of Property.

    a. At least seventy-five percent (75%) of the floor area of any space occupied by an adult-use cannabis processing organization or processor shall be devoted to the activities of the adult-use cannabis processing organization or processor as authorized by the Cannabis Regulation and Tax Act.

6. Age and Access Limitations.

    a. It shall be unlawful for any adult-use cannabis processing organization to allow any person who is not at least twenty-one (21) years of age within the building.

    b. An adult-use cannabis processing organization shall not employ anyone under twenty-one (21) years of age.

7. Security and Video Surveillance.

    a. An adult-use cannabis processing organization shall be an enclosed, locked facility and shall provide and maintain adequate security on the premises, including lighting, video surveillance and alarms reasonably designed to ensure the safety of persons and to protect the premises from theft.

    b. An adult-use cannabis processing organization parking, production, warehousing areas, shipping bays and entrance shall be monitored by video surveillance equipment whose live images can be viewed by the adult-use cannabis infuser organization's staff and continually recorded in a tamper proof format.

    c. A sign shall be posted in a conspicuous visible location on an adult-use cannabis processing organization premises which includes the following language: "This area is under live/recorded video surveillance to aid in the prosecution of any crimes committed against this facility or its patrons."

    d. The village administrator, or his/her designee, shall review the adequacy of lighting, security, and video surveillance installations with assistance from appropriate local law enforcement officials for an adult-use cannabis processing organization.

    e. Loading of product at an adult-use cannabis processing organization shall occur within secure enclosed shipping bays and shall not be visible from the exterior of the building.

8. Noxious Odors.

    a. An adult-use cannabis processing organization shall operate in a manner that prevents odor impacts on neighboring premises or properties and, if necessary, the facility shall be ventilated with a system for odor control.

G. Adult Use Cannabis Transporting Organization or Transporter. All adult-use cannabis transporting organizations or transporters shall comply with the requirements of Title 5, Chapter 5.106 (Adult-Use Cannabis Business Establishments) and the following:

1. Compliance with State Regulations and Rules.

    a. All adult-use cannabis transporting organizations or transporters shall comply with the Cannabis Regulation and Tax Act (Public Act 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder, and the regulations

provided below. In the event that the Cannabis Regulation and Tax Act is amended, the more restrictive of the state or local regulations shall apply.

2. Sales or Distribution.

    a. An adult-use cannabis transporting organization or transporter may not conduct any sales or distribution of cannabis other than as authorized by the Cannabis Regulation and Tax Act.

3. Location.

    a. An adult-use cannabis transporting organization or transporter may not be located within one thousand (1,000) feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, or day care home. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this section.

    b. An adult-use cannabis transporting organization or transporter may not be located within five hundred (500) feet of the property line of a pre-existing park. A "pre-existing park" means parks owned and operated by the Mundelein Park and Recreation District, Vernon Hills Park District, Village of Libertyville, Fremont Township, Vernon Township, Libertyville Township, Ela Township, and the Lake County Forest Preserve District. "Pre-existing Park" excludes golf courses and cemeteries.

4. Compliance.

    a. An adult-use cannabis transporting organization or transporter petitioner shall file an affidavit with the village affirming compliance with Title 20, Chapter 20.16 (Applications and Approval Processes) and all other requirements of the Cannabis Regulation and Tax Act.

5. Use of Property.

    a. The adult-use transporting organization or transporter shall be the sole use of the space in which it is located.

    b. All repair operations and service bays for an adult-use cannabis transporting organization or transporter shall be fully enclosed. No required off-street parking may be used for vehicle storage.

H. Amusement Facilities, Indoor or Outdoor. The location of entrances and exits, exterior lighting, service areas, and parking and loading facilities shall be designed to minimize traffic congestion, pedestrian hazards, and adverse impacts on adjoining properties. The following standards shall be met:

1. The location, arrangement, size, design, and general site compatibility of buildings, noise, and lighting, shall be designed to:

    a. Ensure compatibility with, and mitigation of, any potential impact upon, adjacent property.

    b. Minimize any adverse impact of site illumination on adjacent properties.

2. Screening must be used to buffer the impact of the development on adjacent uses and enhance the appearance and image of the Village by screening incompatible uses and

certain site elements and creating a logical transition to adjoining lots and developments.

3. Circulation systems and off-street parking shall be designed to:

   a. Provide adequate and safe access to the site for motor vehicles as well as alternate modes of transportation, including pedestrians and bicyclists.

   b. Minimizing potentially dangerous traffic movements.

   c. Separate pedestrian and auto circulation and provide for bicycle parking or storage insofar as practical.

   d. Clearly define pedestrian access from the parking area to the building(s). A clearly defined visible and identifiable network of pedestrian connections should be provided in and between parking lots, street sidewalks, open spaces, and buildings.

I. Banquet Facility

1. A banquet facility may be either the principal use of a structure or accessory to a restaurant use. When banquet facilities are accessory to a restaurant use, separate use approval is needed for the accessory banquet facilities if operated before or after the restaurant hours of operation. Accessory banquet facilities that operate only during restaurant hours of operation do not require separate use approval.

2. A general admission fee or any other monetary donations (payment at the door to the general public) for entrance is prohibited, with the exception of fundraisers or events for bona fide non-profit organizations, places of worship or educational facilities.

3. All events must be held within a completely enclosed building.

J. Car Washes, Automated or Hand

1. Proper discharge to the sanitary sewer shall be established unless a separate wastewater containment and removal service is approved by the Village, installed, and placed in operation.

2. Vehicles dropped off at the site shall have current plates and current registration.

3. Vehicles shall not be parked in a manner that blocks ingress and egress of the site, overhead doors, parking stalls, and the parking lot.

4. There shall be no sale of vehicles on the premises.

5. A noise abatement plan shall be submitted for properties adjacent to residential uses.

6. Require enhanced architectural design with at least seventy-five percent (75%) of the façade material to be brick or stone. EIFS, vinyl siding, corrugated metal panels, and metal panels are prohibited unless used as minor accent materials.

7. Use fencing or landscaping to screen vacuum areas from public rights-of-way, public parks and open space, and residential uses.

K. Cemetery

1. Cemeteries must adhere to all requirements of the State of Illinois and other governing agencies.

2. Cemeteries must have a short-term and long-term care plan. These include:

    a. The laying of seed, sod, or other suitable ground cover as soon as practical following interment and weather conditions, climate, and season.

    b. Cutting lawn throughout the cemetery;

    c. Durable headstone and memorial marker requirements.

    d. Trimming of trees to remove dead or dangerous limbs;

    e. Maintaining drainage, water lines, roads, walkways, buildings, fences, and other structures;

    f. Keeping cemetery free of trash and debris with regular trash service and monitoring of receptacles;

    g. Removing graffiti or vandalism.

3. Maintain records of all burials and services.

4. Traffic Control alerts must be provided to the Village ahead of planned processions.

5. Services shall only occur between dawn and dusk.

L. Community Center

6. A plan describing the scope of activities to be conducted on the premises shall be submitted. If a new use is added in the future beyond those originally approved, a variation must be obtained.

7. In addition to these standards, the facility will also be required to comply with any additional generic use standards within Section 20.48 that apply to each component of the facility's scope.

8. Each individual component of the facility must be either a Permitted or Special Use in that facility's zoning district.

9. Off-street parking requirements shall be calculated based on the percentage of the total facility each component occupies. If components overlap spatially, then the use requiring more off-street parking prevails.

M. Community Residence. Community residences shall meet all federal, state, and local requirements including, but not limited to, licensing, health, safety and building code requirements. In addition, the following criteria shall be required.

1. The location, design and operation of the facility will not alter the residential character of the neighborhood.

2. The facility shall retain a residential character, which shall be compatible with the surrounding neighborhood.

3. The operation of the facility shall not adversely impact surrounding properties.

N. Crematorium

1. The facility shall only be permitted as the sole occupant of a free-standing building.

2. Incinerators should not be used to dispose of toxic, hazardous, infectious, or narcotic materials.

3. The property on which the facility is located shall be no closer than two hundred fifty (250) feet to any residential district.

4. The facility must obtain all necessary state licenses, permits, and/or certifications to operate.

5. Funeral services, visitation, or other public gatherings are prohibited within the facility. The facility shall be strictly limited to cremation operations.

6. The applicant must submit a business plan detailing facility operations, including a site plan. The plan shall demonstrate that the facility will not negatively impact neighboring properties with respect to noise, traffic, or odors.

O. Cultural Facility. Cultural facilities shall be designed so that the location of entrances and exits, exterior lighting, service areas, and parking and loading facilities will minimize traffic congestion, pedestrian hazards, and adverse impacts on adjoining properties. The following standards shall be met:

1. The location, arrangement, size, design and general site compatibility of buildings, and lighting, including:

   a. Compatibility with, and mitigation of, any potential impact upon, adjacent property.

   b. Site illumination designed and installed to minimize adverse impact on adjacent properties.

2. Use of screening to buffer the impact of the development on adjacent uses and enhance the appearance and image of the Village by screening incompatible uses and certain site elements and creating a logical transition to adjoining lots and developments.

3. Circulation systems and off-street parking shall be designed to:

   a. Provide adequate and safe access to the site for motor vehicles as well as alternate modes of transportation, including pedestrians and bicyclists.

   b. Minimizing potentially dangerous traffic movements.

   c. Separate pedestrian and auto circulation and provide for bicycle parking or storage insofar as practical.

   d. Clearly define pedestrian access from the parking area to the building(s). A clearly defined visible and identifiable network of pedestrian connections should be provided in and between parking lots, street sidewalks, open spaces, and buildings.

P. Currency Exchange, Payday or Title Loan Establishment and Pawn Shop. No currency exchange, payday or title loan establishment or pawn shop shall be located within one

thousand (1,000) feet of another currency exchange, payday, or title loan establishment or pawn shop.

Q. Day Care Center, Child, or Adult. Day care centers shall meet all federal, state, and local requirements including, but not limited to, licensing, health, safety and building code requirements. In addition, the following criteria shall be required:

1. Adequate on-site drop-off zones, sidewalks, and exterior lighting shall be provided.

2. The amount of traffic or noise to be generated shall not be excessive.

3. Open space and recreational areas shall be provided as required by the State of Illinois licensing requirements.

R. Day Care Home, Child, or Adult. Day care homes shall meet all federal, state, and local requirements including, but not limited to, licensing, health, safety and building code requirements. In addition, the following criteria shall be required:

1. Adequate on-site drop-off zones, sidewalks, and exterior lighting shall be provided.

2. The amount of traffic or noise to be generated shall not be excessive.

3. Open space and recreational areas shall be provided as required by the State of Illinois licensing requirements.

4. The day care home shall retain a residential character and the effect of the day care home shall not alter the residential character of the neighborhood.

5. The operation of the day care home shall not adversely impact surrounding properties.

6. The operation of the day care home is prohibited in multi-family residential buildings.

7. A day care home shall be limited to the care of a maximum of eight (8) children on premises at any time. The total number of children counted shall include the provider's own natural or adopted children and any other persons under the age of twelve (12) residing in or receiving care at the home.

S. Drive-Through Facility. A drive-through facility is considered a separate use, rather than accessory to the principal use, and shall be subject to the following standards:

1. All drive-through facilities shall provide adequate stacking spaces, in accordance with Chapter 20.56, Off-Street Parking and Loading.

2. All drive-through lanes must be located and designed to ensure that they will not adversely affect the safety and efficiency of traffic circulation on adjoining streets.

3. No exterior lighting, including menuboards, shall produce a glare into, or upon, the surrounding area or any residential premises. All drive-through facilities shall be properly screened, in accordance with Section 20.60.150 (Screening Requirements), to prevent glare from vehicles passing through service lanes and light pollution from menuboards.

4. Drive aisles shall be separated from landscaped areas by a six (6) inch curb.

5. The volume on all intercom menu displays shall be maintained at a level so as not to be audible in adjoining residential districts. The volume on all intercom menu displays shall comply with all local noise regulations.

6. The operator of the drive-through facility shall provide adequate on-site outdoor waste receptacles and shall provide daily litter clean-up of the facility and along the rights-of-way abutting the property.

7. An administrative variation may be approved by the Zoning Administrator in the event that a drive-through lane interferes with a maximum setback or build-to zone, in accordance with Section 20.16.030(C) of the Zoning Ordinance regarding administrative variations.

T. Educational Facilities (All). Educational facilities shall be designed so that the location of entrances and exits, exterior lighting, outdoor recreation areas, service areas, and parking and loading facilities will minimize traffic congestion, pedestrian hazards, and adverse impacts on adjoining properties. The following standards shall be met:

1. The location, arrangement, size, design, and general site compatibility of buildings, and lighting, including:

a. Compatibility with, and mitigation of, any potential impact upon, adjacent property.

b. Site illumination designed and installed to minimize adverse impact on adjacent properties.

2. Use of screening to buffer the impact of the development on adjacent uses and enhance the appearance and image of the Village by screening incompatible uses and certain site elements and creating a logical transition to adjoining lots and developments.

3. Circulation systems and off-street parking shall be designed to:

a. Provide adequate and safe access to the site for motor vehicles as well as alternate modes of transportation, including pedestrians and bicyclists.

b. Minimizing potentially dangerous traffic movements.

c. Separate pedestrian and auto circulation and provide for bicycle parking or storage insofar as practical.

d. Clearly define pedestrian access from the parking area to the building(s). A clearly defined visible and identifiable network of pedestrian connections should be provided in and between parking lots, street sidewalks, open spaces, and buildings.

U. Garage Storage Facilities.

1. When adjacent to residential uses, overhead doors shall be oriented so as to face away from residential dwelling units.

2. Outdoor Storage of any materials or vehicles is prohibited.

3. Overnight Parking is prohibited outside of enclosed structures.

4. All commercial and industrial activities must occur within the enclosed building.

5. A common restroom must be provided for every 40,000 square feet or as required by the Illinois Plumbing Code.

6. Garage Condominiums shall be enclosed by a security wall or fence.

7. Garage Condominiums may include other industrial or commercial uses, as permitted within the Zoning District. Additional uses within a Garage Condominium shall conform to all applicable Use Standards as required by Section 20.48.

8. Garage Condominiums may not be used as a temporary or permanent dwelling unit.

9. Permitted ancillary uses include Arts Studio, Mini-Warehouse, Motor Vehicle Aftermarket Enhancements, Motor Vehicle Dealership, Motor Vehicle Service and Repair, Office, Off-Street Parking Lot, Contractor Storage Yard-Fully Enclosed, Manufacturing Light, Research and Development Facilities, and Warehouse.

V. Gas Station.

1. Gas station canopies shall be designed with luminaires recessed under the canopy to minimize light pollution. Light intensity directly under the canopy shall not exceed ten (10) footcandles at any location. All lighting mounted under the canopy, including auxiliary lighting within signage and panels over the pumps, shall be included in the ten (10) footcandle limit.

2. All gas station driveways must be located and designed to ensure that they will not adversely affect the safety and efficiency of traffic circulation on adjoining streets.

3. Gas stations may include the sale of retail goods and restaurants as accessory uses.

4. Gas stations may also include an automatic car wash with one (1) bay. Stacking spaces shall be in accordance with Chapter 20.56 (Off-Street Parking and Loading).

5. In addition, gas stations may be included accessory to a “Minor Motor Vehicle Repair and Service Shop.” However, they shall be subject to the provisions of this section and the standards of Paragraph U (Motor Vehicle Repair and Service, Major or Minor) below.

6. Gas stations shall not be subject to the maximum front setback of the C-1 and C-2 Districts. However, a minimum five (5) foot landscaped setback shall be provided.

W. Live Entertainment

1. Live entertainment must submit the following impact management plans:

   a. A parking and loading management plan. If parking is not required, a parking management plan is not required, but a loading management plan must be submitted.

   b. A security plan.

   c. A litter abatement and trash disposal plan.

   d. A noise abatement plan.

2. Live entertainment must submit the following operation plan:

   a. Days and hours of operation.

   b. Intended use of amplification, noise levels, and need for soundproofing.

c. The size of the establishment and the size, location, and configuration of the live entertainment area within the establishment including stage design and stage construction plan.

d. Exterior lighting design.

e. Maximum occupancy loads.

f. Loading areas.

3. If the live entertainment use plans an increase in intensity, such as an expansion of floor area, increase in live performance area or increase in permitted occupancy, the impact management plans, and operation plans must be updated and resubmitted for approval. Revised impact management plans and operation plans must be approved prior to the issuance of any permits.

4. Impact management plans and operation plans may be revised by the property owner or person authorized in writing by the owner. New plans must be resubmitted for approval.

X. Medical Cannabis Dispensaries.

1. Compliance with State Regulations and Rules

a. All Medical Cannabis Dispensaries shall comply with the Compassionate Use of Medical Cannabis Pilot Program Act (Public Act 098-0122) and all rules and regulations adopted in accordance therewith.

2. Setbacks.

a. Notwithstanding anything to the contrary in Section 20.40.030 of the Ordinance codified in this title, a Medical Cannabis Dispensary shall be a minimum of 30 feet from all property lines. This setback requirement does not apply to existing buildings and shall only apply in the case of new construction or additions.

3. Buffering from other Medical Cannabis Dispensaries.

a. A Medical Cannabis Dispensary shall be a minimum of 1,000 feet from all other Medical Cannabis Dispensaries measured from the parcel boundaries.

4. Size of Dispensary Premises.

a. If a Medical Cannabis Dispensary is established on a multiple use or tenant property, the Dispensary shall be a minimum of five thousand (5,000) square feet.

5. Parking.

a. All customer parking shall be located in an area which is visible from a public road or a private road that is accessible to the public. If any non-customer parking is not visible from a public road or private road that is accessible to the public, it must be fenced or otherwise enclosed to maintain a separation from the customer parking.

b. Notwithstanding anything to the contrary in Section 20.52 or Section 20.60of the Zoning Ordinance codified in this title, customer parking cannot be screened from the roadway with vegetation, fencing or other obstructions.

c. Parking areas shall be well lit and monitored by video surveillance equipment whose live images can be viewed by the Dispensary's staff and continually recorded in a tamper proof format.

6. Exterior Display.

   a. No Medical Cannabis Dispensary shall be maintained or operated in a manner that causes, creates, or allows the public viewing of medical cannabis, Medical Cannabis Infused Products or cannabis paraphernalia or similar products from any sidewalk, public or private right-of-way or any property other than the lot on which the Dispensary is located.

   b. No portion of the exterior of the Dispensary shall utilize or contain any flashing lights, search lights or spotlights or any similar lighting system.

7. Drug Paraphernalia Sales.

   a. Medical Cannabis Dispensaries that display or sell drug paraphernalia shall do so in compliance with the Illinois Drug Paraphernalia Control Act (720 ILCS 600/1 et seq.) and the Compassionate Use of Medical Cannabis Pilot Program Act (Public Act 098-0122).

8. Age and Access Limitations.

   a. It shall be unlawful for any Medical Cannabis Dispensary to allow any person who is not at least eighteen (18) years of age on the premises. Dispensaries shall not employ anyone under eighteen (18) years of age.

   b. Access shall be limited exclusively to Dispensary staff, Cardholders, local and state officials, and those specifically authorized under the Compassionate Use of Medical Cannabis Pilot Program Act (Public Act 098-0122).

10. Hours of Operation. The hours of operation of a medical cannabis dispensary are regulated under Title 5. Medical Cannabis Dispensaries shall operate only between 6:00 a.m. and 7:00 p.m.

10. Drive-Through.

    a. A Medical Cannabis Dispensary is permitted to have drive-through service and/or curbside pickup. A site plan, security plan, and circulation plan for said service shall be reviewed and approved by the Village Administrator, or his/her designee, with assistance from appropriate local law enforcement officials.

11. Security and Video Surveillance.

    a. The Medical Cannabis Dispensary shall be an Enclosed, Locked Facility and shall provide and maintain adequate security on the premises, including lighting, video surveillance and alarms reasonably designed to ensure the safety of persons and to protect the premises from theft.

    b. The Medical Cannabis Dispensary parking area, client entrance, sales area, back room, storage areas, and delivery bay and entrance shall be monitored by video surveillance equipment whose live images can be viewed by the Dispensary's staff and continually recorded in a tamper proof format.

c. A sign shall be posted in a conspicuous visible location on the premises which includes the following language: “This area is under live/recorded video surveillance to aid in the prosecution of any crimes committed against this facility or its patrons.”

d. The Village Administrator, or his/her designee, shall review the adequacy of lighting, security, and video surveillance installations with assistance from appropriate local law enforcement officials.

e. A Medical Cannabis Dispensary shall report all criminal activities to the police immediately upon discovery.

f. Deliveries shall occur during normal business hours within a secure enclosed delivery bay.

12. Conduct on Site.

a. Loitering is prohibited on the dispensary premises.

b. It shall be prohibited to smoke, inhale or consume cannabis products on the Medical Cannabis Dispensary premises or anywhere on the property occupied by the Dispensary. A sign, at least 8.5 by 11 inches, shall be posted inside the Dispensary premises in a conspicuous visible location and shall include the following language: “Smoking, eating, drinking or other forms of consumption of cannabis products is prohibited on dispensary property.”

Y. Medical Cannabis Cultivation Centers

1. Compliance with State Regulations and Rules

a. All Medical Cannabis Cultivation Centers shall comply with the Compassionate Use of Medical Cannabis Pilot Program Act (Public Act 098-0122) and all rules and regulations adopted in accordance therewith.

2. Single Use Property

a. Medical Cannabis Cultivation Centers shall not be established in multiple use or tenant property or on a property that shares parking with other uses.

3. Setbacks

a. Notwithstanding anything to the contrary in Section 20.40.030 of the Ordinance codified in this title, a Medical Cannabis Cultivation Center shall be a minimum of 50 feet from all property lines. This setback requirement does not apply to existing buildings and shall only apply in the case of new construction or additions.

4. Parking

a. Parking areas shall be well lit and monitored by video surveillance equipment whose live images can be viewed by the Cultivation Center’s staff and continually recorded in a tamper proof format.

5. Age and Access Limitations

a. It shall be unlawful for any Medical Cannabis Cultivation Centers to allow any person who is not at least eighteen (18) years of age on the premises.

b. Cultivation Centers shall not employ anyone under eighteen (18) years of age.

c. Access shall be limited exclusively to cultivation center staff and local and state officials and those specifically authorized under the Compassionate Use of Medical Cannabis Pilot Program Act (Public Act 098-0122).

6. Security and Video Surveillance

a. The Medical Cultivation Center shall be an Enclosed Locked Facility and shall provide and maintain adequate security on the premises, including lighting, video surveillance and alarms reasonably designed to ensure the safety of persons and to protect the premises from theft.

b. Notwithstanding anything to the contrary in Section 20.52 of the Ordinance codified in this title, the facility shall be enclosed by a High Security Fence. The fence must be adequately secure to prevent unauthorized entry and include gates tied into an access control system.

c. The Medical Cannabis Cultivation Center parking, cultivation, production, and warehousing areas, and shipping bays and entrance shall be monitored by video surveillance equipment whose live images can be viewed by the Cultivation Center's staff and continually recorded in a tamper proof format.

d. A sign shall be posted in a conspicuous visible location on the premises which includes the following language: "This area is under live/recorded video surveillance to aid in the prosecution of any crimes committed against this facility or its patrons."

e. The Village Administrator, or his/her designee, shall review the adequacy of lighting, security, and video surveillance installations with assistance from appropriate local law enforcement officials.

f. Loading of product shall occur within secure enclosed shipping bays and shall not be visible from the exterior of the building.

7. Noxious Odors

a. All Cultivation Centers shall operate in a manner that prevents odor impacts on neighboring premises or properties and, if necessary, the facility shall be ventilated with a system for odor control.

8. Conduct on Site

a. Retail sales of medical cannabis or Medical Cannabis Infused Products are strictly prohibited at Medical Cannabis Cultivation Centers.

b. It shall be unlawful to cultivate, manufacture, process or package any product, other than medical cannabis and Medical Cannabis Infused Products, at a Cultivation Center.

Z. Motor Vehicle Dealership or Motor Vehicle Rental Establishment.

1. Motor vehicle dealerships or rental establishments shall have a minimum lot size of ten thousand (10,000) square feet.

2. Any service and repair facilities must also comply with the standards of Paragraph U (Motor Vehicle Service and Repair, Major or Minor) below.

3. No required off-street parking may be used for vehicle display.

AA. Motor Vehicle Operations Facility. All repair operations and service bays shall be fully enclosed. No required off-street parking may be used for vehicle storage.

BB. Motor Vehicle Service and Repair, Major and Minor, and Motor Vehicle Aftermarket Enhancements

1. Minor motor vehicle service and repair shops and motor vehicle aftermarket enhancement establishments may not store the same vehicles outdoors on the site for longer than seventy-two (72) hours. Major motor vehicle service and repair shops may not store the same vehicles outdoors on the site for longer than fifteen (15) days. No required off-street parking may be used for vehicle storage.

2. All driveways must be located and designed to ensure that they will not adversely affect the safety and efficiency of traffic circulation on adjoining streets.

3. All operations must be fully enclosed. Only vehicles being serviced at the establishment may be stored outdoors within the designated outdoor storage area as approved by Village Board. Wrecked or junked vehicles may not be stored on-site. Where the property abuts a residential use, the facility must install an opaque fence at least six (6) feet high on the property line to buffer the residential use.

4. Minor motor vehicle service and repair shops may also include gas stations as an accessory use. All gas stations that are part of such an establishment must comply with the regulations of this Ordinance.

5. The sale of used or new automobiles is not permitted unless the facility also meets all use standards for a Motor Vehicle Dealership as specified in Section 20.48.040(AA)

6. No motor vehicles may be stored, and no repair work may be conducted in the public right-of-way.

7. All equipment and parts must be stored indoors.

CC. Murals, Large and Murals, Small

1. The surface on which the mural is to be applied must have appropriate structural integrity to support the chosen application method.

2. The mural shall be applied with materials manufactured with the expectation of long-term durability and exposure to the elements.

3. Painted murals shall be sealed with graffiti and UV resistant coating by the artist upon completion of the mural.

4. The mural shall be cleaned, when needed, and maintained in good condition at the expense of the property owner. If the mural becomes unsightly or is damaged or vandalized, it must be removed or restored to good condition by the property owner or as otherwise provided in the title approving the special use for the mural.

5. Murals shall not create a danger for motorists or pedestrians, nor shall it limit the use or enjoyment of an adjacent property or a property with a clear line of sight to the mural.

6. Murals are prohibited on any wall that is both adjacent to a residential zoning district (excluding public right-of-way) and also oriented toward that residentially-zoned property.

7. Murals shall not contain commercial content. For the purposes of this section, "commercial content" means a business name, business tagline, business logo, or any text advertising or describing goods or services available for sale.

8. Murals shall not contain speech or imagery that is not protected under the United States Constitution, including but not limited to obscenity, material that appeals to the prurient interest, threats, or incitement to violence.

DD. Off-Street Parking, Structure or Lot.

1. Parking Structure.

   a. Parking structures located in the C-1 and C-2 Districts shall include commercial uses along a minimum of fifty percent (50%) of the length of a façade adjacent to a public right-of-way excluding alleys. A landscaped yard a minimum of ten (10) feet in width shall be provided for the remainder of the frontage. (See Figure 20.48-4: Commercial Frontage on Parking Garage Façade)

FIGURE 20.48-4: COMMERCIAL FRONTAGE ON PARKING GARAGE FAÇADE

   b. In other districts where no commercial frontage is required, a landscaped yard a minimum of ten (10) feet in width shall be provided adjacent to a public right-of-way excluding alleys.

2. Off-Street Parking Lot.

   a. The off-street parking lot shall be solely for the parking of passenger vehicles for periods of less than one (1) day and shall not be used as an off-street loading area.

   b. No sale display repair or service of any kind shall be conducted in any off-street parking lot.

   c. No signs of any kind, other than signs designating entrances, exits and conditions of use, shall be maintained on any off-street parking lot.

   d. No buildings other than those for shelter of attendants shall be erected upon any off-street parking lots. The allowable shelters shall not exceed ten (10) feet in height and fifty (50) square feet in area.

e. The off-street parking lot shall be screened and landscaped in accordance with Chapter 20.60 (Landscaping and Screening).

f. The off-street parking lot shall be kept free from refuse and debris. All landscaping shall be maintained in a healthy growing condition and be neat and orderly in appearance.

EE. Outdoor Dining and Outdoor Seating.

1. Outdoor Dining

a. This Ordinance permits the installation of outdoor dining on private property with certain conditions to protect the health, safety, and welfare of property users and property owners.

b. Outdoor Dining Areas are a permitted use in the C-1, C-2, C-3, C-4, I, L-MU, and OS Zoning Districts as a separate use, rather than accessory to the principal use, and shall be subject to the following standards:

i. Outdoor dining shall not interfere with pedestrian access, parking spaces and aisles, or other areas dedicated for vehicular traffic.

ii. Outdoor dining shall not be located adjacent to a residential district unless the following standards are met:

a). A street or alley is located between the use and the residential district.

b). There is a minimum distance of twenty (20) feet between the edge of the outdoor dining area and the residential property line. In such cases, the outdoor dining area must close by ten (10:00) p.m.

iii. All outdoor dining areas must be demarcated on a site plan or plat of survey, as applicable.

iv. A distinct delineation is required between the outdoor dining area in the following instances:

a). When the outdoor dining area is located less than five (5) feet from an adjoining property line. Contiguous dining areas on adjoining properties may be joined without the need for a dividing barrier.

b). When any public right-of-way or parking and loading facility, including driveways, is within five (5) feet of the dining area boundary.

c). When barriers are required to comply with additional provisions of this Code, Illinois Accessibility Code, International Fire Code, or other Village regulations.

c. When dining area barriers are used, such barriers must be durable, visually appealing. All barrier materials shall be maintained in good visual appearance, without visible fading, dents, tears, rust, corrosion, or chipped or peeling paint.

i. Permitted barrier types include:

a). Metal
b). PVC or composite barriers

c). Cement Fiber Board ("Hardie Board")
d). Treated wood or simulated wood.
e). Extensions of the building walls
f). Any permitted fence types.

ii. All barriers used within an outdoor dining area must match or be harmonious with each other by being of visually similar design, construction, color, and theme.

iii. All barriers within a dining area shall be durable and of sufficiently sturdy construction as not to blow over with normal winds or be easily or unintentionally moved during normal use of the outdoor dining area.

iv. Barriers shall be of a high-quality design and professionally manufactured. Barriers shall be generally consistent with the quality and design of the following examples:

FIGURE 20.48-5: OUTDOOR DINING BARRIERS

d. All furniture and fixtures used within an outdoor dining area must match or be harmonious with each other by being of visually similar design, construction, color, and theme. Furniture and fixtures shall be durable and of sufficiently sturdy construction as not to blow over with normal winds.

e. Outdoor dining areas located partially or entirely within the Village's right-of-way must conform to any additional and applicable standards, permits, or policies as may be required by the Village.

2. Outdoor Seating

a. Outdoor Seating Areas are a permitted use in all zoning districts to provide additional outdoor seating as a respite area to business patrons or the general public.

i. Outdoor Seating Areas may consist of no more than two benches; two bistro or conversation sets consisting of two single-occupant chars and a table; or one bench and one bistro/conversation set. Seating arrangements which are consistent with the intent of this Ordinance and are not in substantial similarity to an outdoor dining area may apply for an administrative variation.

ii. No food or beverage table service may be provided to outdoor seating areas.

iii. Outdoor seating areas located partially or entirely within the Village's right-of-way must conform to any additional and applicable standards, permits, or policies as may be required by the Village.

iv. Any outdoor furniture and fixtures shall be removed from the outdoor seating area when the outdoor seating area is not in use for a period of thirty (30) consecutive days or more.

FF. Pet "Day Care" Service, and Pet Service.

1. Floors of runs shall be made of impervious material to permit proper cleaning and disinfecting.

2. All animal quarters and runs are to be kept in a clean, dry, and sanitary condition.

3. Fencing surrounding exercise areas and/or runs shall be of a sufficient height to prevent escape and shall be buried to the extent possible as part of installation to prevent escape by digging beneath the fence posts.

4. Noise shall be mitigated so as not to create a public nuisance for adjoining properties and shall comply with all local noise regulations. This shall exclude noise from exercise or training while outdoors during the daytime.

6. A waste management plan must be submitted for review by the Village. Public Works must review and provide guidance for pre-treatment, disposal, or other impacts to Village systems.

7. Water usage must be submitted for review by the Village. Public Works must review and provide guidance for water service and meter requirements for the use.

8. Air quality, ventilation, and odor control must be demonstrated.

9. Pet relief areas and waste stations must be provided and kept in clean and well-maintained condition.

GG. Place of Worship. The location of entrances and exits, exterior lighting, service areas, and parking and loading facilities shall be designed to minimize traffic congestion, pedestrian hazards, and adverse impacts on adjoining properties. The following standards shall be met:

1. The location, arrangement, size, design and general site compatibility of buildings, and lighting, shall be designed to:

a. Ensure compatibility with, and mitigation of, any potential impact upon, adjacent property.

b. Minimize any adverse impact of site illumination on adjacent properties.

2. Screening must be used to buffer the impact of the development on adjacent uses and enhance the appearance and image of the Village by screening incompatible uses and certain site elements and creating a logical transition to adjoining lots and developments.

3. Circulation systems and off-street parking shall be designed to:

   a. Provide adequate and safe access to the site for motor vehicles as well as alternate modes of transportation, including pedestrians and bicyclists.

   b. Minimizing potentially dangerous traffic movements.

   c. Separate pedestrian and auto circulation and provide for bicycle parking or storage insofar as practical.

   d. Clearly define pedestrian access from the parking area to the building(s). A clearly defined visible and identifiable network of pedestrian connections should be provided in and between parking lots, street sidewalks, open spaces, and buildings.

HH. Recycling Facility, Convenience Drop-Off.

1. A business plan detailing the area and amount of materials recycled shall be submitted for review.

2. Areas used for recycling shall be ancillary to another business on the site and must not take up more than 30% of interior floor space for the business.

3. All material dropped off for recycling shall be contained within an enclosed structure, otherwise the use is subject to the zoning and standards for recycling facilities, minor.

4. All recyclable materials shall be stored in sealable containers.

II. Recycling Facilities: General Construction or Demolition Debris.

1. Purpose. The purpose of these standards is to:

   a. Establish location, design, operating and reporting criteria appropriate to assess the suitability and on-going compliance of a recycling facility of general construction or demolition debris.

   b. Promote the safe and unobtrusive recycling of general construction or demolition debris from the waste stream.

2. State Regulations. In addition to the standards of this section, all recycling facilities for general construction or demolition debris shall comply with the Section 415 ILCS 5 of the Illinois Environmental Protection Act, as amended.

3. Location and Siting Standards.

   a. The lot size must be a minimum of (5) acres.

   b. The facility shall be located a minimum of three hundred (300) feet from any residential district or residential use unless such district or use is separated from the facility by an active rail line. The measurement between the facility and the nearest

residential district or residential use shall be from the closest point of the facility's lot line to the closest point of the residential lot line, inclusive of roadways, alleys, and rights-of-way.

c. The facility shall be located outside of the 100-year floodplain.

4. Design Standards.

a. The general construction or demolition debris receiving/tipping areas shall be constructed of a low permeability material (for example, portland cement concrete, asphalt concrete) that prevents infiltration and is able to withstand anticipated loads.

b. The facility shall be equipped with a fence no less than eight (8) feet in height enclosing the operating areas of the facility.

c. The facility shall be equipped with a vehicle scale to weigh incoming deliveries and outbound shipments.

5. Operating Plan Required. The applicant shall provide the Village with an operating plan that demonstrates how the facility will comply with Section 22.38 of Section 415 ILCS 5 of the Illinois Environmental Protection Act. The operating plan shall, at a minimum, contain the follow information:

a. Number of employees anticipated at the facility.

b. Proposed hours of operations for receipt of general construction or demolition debris, and the processing and shipment of general construction or demolition debris.

c. Estimated daily average and maximum volume (in tons) of general construction or demolition debris to be received at the facility.

d. Identify if the facility will accept general construction or demolition debris deliveries from third-party haulers. If so, describe the means by which third party haulers will be informed of what materials are acceptable at the facility.

e. Identify the number of vehicles (by vehicle type) estimated to use the facility on a daily basis and demonstrate that the facility as proposed minimizes the impact on area roadways.

f. Describe the method and equipment used to separate the recyclable general construction or demolition debris from the non-recyclable general construction and demolition debris.

g. Describe the procedures by which all non-recyclable general construction or demolition debris will be removed and disposed of.

h. Describe any processing equipment, such as grinders, shredders, or balers, proposed to be used to prepare the recyclable general construction or demolition debris for stockpiling or shipment. Describe the design or operating controls proposed and compliance with applicable noise standards.

i. Describe operating methods employed to control odor, combustion of materials, vectors, dust, and litter.

j. Describe the method and equipment used to load recyclable and non-recyclable general construction or demolition for shipment from the facility.

k. Identify which activities are proposed to be conducted indoors or under cover.

l. Provide typical and maximum estimated height of stockpiled recyclable construction or demolition debris for each recyclable material by type. Discuss the buffering and/or screening measures employed to minimize the visual impact of the proposed stockpiles from surrounding land uses.

m. Identify any other proposed site uses, such as truck storage, maintenance, fueling or container storage, and demonstrate that they can be conducted in a safe and unobtrusive manner without interfering with safe general construction or demolition debris recycling activities.

n. The operator shall provide information regarding his/her experience in operating material recovery facilities, which require the marketing and shipment of numerous recyclable commodities.

o. Describe the proposed end-use markets for separated general construction or demolition debris to demonstrate compliance with the diversion requirements of Section 22.38 of Section 415 ILCS 5 of the Illinois Environmental Protection Act.

p. Identify all regulatory permits necessary to operate the facility as proposed.

q. Discuss the material tracking methods and recordkeeping to be employed to demonstrate compliance with Section 22.38 of Section 415 ILCS 5 of the Illinois Environmental Protection Act.

r. Provide a closure plan and closure cost estimate for the facility.

JJ. Recycling Facility, Major.

1. Purpose. The purpose of these standards is to:

a. Establish the location, design, operating and reporting criteria appropriate to assess the suitability and on-going compliance of a recycling facility which receives/stores/processes recyclable materials, other than general construction or demolition debris, in whole or part outside of an enclosed building or structure.

b. Promote the safe and unobtrusive recycling of recyclable materials other than general construction or demolition debris from the waste stream.

2. State Regulations. In addition to the standards of this section, all recycling facilities, major, shall comply with any applicable regulations set forth by the federal and Illinois Environmental Protection Agencies.

3. Location and Siting Standards.

a. The lot size shall be a minimum of (5) acres.

b. The facility shall be located a minimum of three hundred (300) feet from any residential district or residential use unless such district or use is separated from the facility by an active rail line. The measurement between the facility and the nearest residential district or residential use shall be from the closest point of the facility's lot line to the closest point of the residential lot line, inclusive of roadways, alleys, and rights-of-way.

c. The facility shall be located outside of the 100-year floodplain.

4. Design Standards.

   a. The general receiving/tipping areas shall be constructed of a low permeability material (for example: portland cement concrete and asphalt concrete) that prevents infiltration and is able to withstand anticipated loads.

   b. The facility shall be equipped with a fence no less than eight (8) feet in height enclosing the operating areas of the facility.

   c. The facility shall be equipped with a vehicle scale to weigh incoming deliveries and outbound shipments.

5. Operating Plan Required. The applicant shall provide the Village with an operating plan that demonstrates the kind of materials which will be received/processed, how those materials will be handled and how the facility will comply with the applicable regulations of the federal and Illinois Environmental Protection Agencies. The operating plan shall, at a minimum, contain the following information:

   a. Number of employees anticipated at the facility.

   b. Proposed hours of operations for the receipt of the recyclable materials, and the proposed hours of operation for processing and shipment of recyclable materials.

   c. Estimated daily average and maximum volume of materials received at the facility.

   d. Identify whether the facility will accept deliveries from third-party haulers. If so, describe the means by which third party haulers will be informed of what materials are acceptable at the facility.

   e. Identify the number of vehicles (by vehicle type) estimated to use the facility on a daily basis and demonstrate that the facility as proposed minimizes the impact on area roadways.

   f. Describe the method and equipment used to separate the recyclable items from the non-recyclable materials.

   g. Describe the disposal and removal procedures for all non-recyclable materials.

   h. Describe any processing equipment, such as grinders, shredders, or balers, proposed to be used to prepare the recyclable materials for stockpiling or shipment. Describe the design or operating controls proposed and compliance with applicable noise standards.

   i. Describe operating methods employed to control odor, combustion of materials, vectors, dust, and litter.

   j. Describe the method and equipment used to load recyclable and non-recyclable materials for shipment from the facility.

   k. Identify which activities are proposed to be conducted indoors or under cover.

   l. Provide typical and maximum estimated height of stockpiled recyclable debris for each recyclable material by type. At no point shall the stockpiles exceed 10 feet in

height. Discuss the buffering and/or screening measures employed to minimize the visual impact of the proposed stockpiles from surrounding land uses.

m. Any materials to be stored outdoors shall be stored in containers, dumpsters, or similar apparatus that can be covered when not in use.

n. Identify any other proposed site uses, such as truck storage, maintenance, fueling or container storage, and demonstrate that they can be conducted in a safe and unobtrusive manner without interfering with safe recycling activities.

o. The operator shall provide information regarding his/her experience in operating material recovery facilities, which require the marketing and shipment of numerous recyclable commodities.

p. Describe the proposed end-use markets for separated materials.

q. Identify all regulatory permits necessary to operate the facility as proposed.

r. Discuss the material tracking methods and recordkeeping to be employed.

s. Provide a closure plan and closure cost estimate for the facility.

KK. Recycling Facility, Minor.

1. The processing of materials shall be completely indoors.
2. Solid waste shall not be stored on-site.

3. Multi-tenant locations shall provide a detailed plan to minimize impact on adjacent units. Driveways, loading areas, and common space shall not be impacted by the operation of the recycling facility.

4. Any recyclable or related materials to be stored outdoors (subject to approval with a Special Use Permit) shall be stored in containers, dumpsters, or similar apparatus that can be covered when not in use.

5. Any outside storage area, if approved by the Village, for recyclable materials or processed materials shall be enclosed by a minimum eight (8) foot high opaque fence or solid wall. Screening shall be in accordance with Section 20.60, Landscape and Screening.

6. Parking and storage of all vehicles related to the business shall be on an approved surface in accordance with the provisions of 20.56, Off-Street Parking and Loading.
7. Such use shall be located a minimum of one hundred fifty (150) feet from any lot in a residential zoning district or mixed-use zoning district that allows residential uses. The measurement between the facility and the nearest residential district or residential use shall be from the closest point of the facility's lot line to the closest point of a residential lot line, inclusive of roadways, alleys, and rights-of-way.

8. Such use shall provide the Zoning Administrator with evidence that it has complied with all Federal and State licenses, certifications, and other regulations.

9. There shall be a plan for regular shipping or reprocessing of recyclable materials, such that the size of the storage yard is minimized in relationship to the amount of recyclable materials estimated to be received. In no event shall any recyclable material remain onsite for a period exceeding thirty (30) days. Such plan shall be submitted to the Zoning Administrator as part of the approval.

10. Any drop-off areas for recyclable materials shall meet the stacking requirements for drive through uses in Section 20.56.100, Off-Street Parking and Loading. Each dumpster is equivalent to a drive through window.

11. Any dumpsters for drop-off materials shall be screened on three sides by an eight (8) foot high opaque fence or solid wall.

LL. Residential Care Facility. Residential care facilities shall meet all federal, state, and local requirements including, but not limited to, licensing, health, safety and building code requirements. In addition, the following criteria shall be required:

1. The location, design and operation of the facility shall be compatible with, and shall not adversely affect, adjacent properties and the surrounding area.

2. The facility shall be harmonious with surrounding buildings, in respect to scale, architectural design and building placement. If located within a residential district, the facility shall be compatible with the residential character of the neighborhood.

3. In residential districts, the surrounding street network shall be capable of accommodating the traffic generated by the facility.

MM. Shooting Range. A shooting range must comply with all applicable local and state laws, rules, and regulations regarding the discharge of a firearm. Shooting ranges shall also comply with the following standards:

1. Shooting ranges are permitted only as indoor facilities.

2. All shooters must complete an orientation safety program or show a valid firearm owners' identification (FOID) card before they are allowed to discharge firearms.

3. All shooting ranges shall provide ceiling and in-wall sound barriers to prevent sound from traveling beyond the property lines of the subject property.

4. The number of shooters shall be limited to the number of firing points or stations identified on the plans.

5. The storage of live ammunition must occur in an approved safe and is subject to all applicable fire codes.

6. Incidental sales of ammunition are permitted, provided they comply with all applicable federal, state, and local regulations.

7. Incidental sales of firearms are prohibited.

NN. Smoke Shop. All smoke shops must install an independent ventilation system that exhausts smoke from the business and is designed and terminated in accordance with the Building Code. The ventilation system must not vent into any other establishments or designated smoke-free areas.

OO. Solar Farm.

1. The minimum lot size for a solar farm shall be two (2) acres.

2. Solar panels shall be erected no less than twenty-five (25) feet from any property line. All other structures must meet district yard requirements.

3. On-site power lines shall be placed underground to the maximum extent possible.

4. The entry to office or guest facilities shall address the street, with direct access to office or guest facilities from street frontages and parking areas.

5. Solar energy systems which have ceased to generate energy for a period of twelve (12) consecutive months shall be removed from the property within 180 days from the date of decommission or notice by the Village of Mundelein to ensure they are properly removed after their useful life. Removal of a decommissioned system shall be the responsibility of the property owner. The Village may request an inspection or documentation to demonstrate the functionality of a solar energy system. If an inspection is denied or documentation demonstrating the functionality of the system is not provided within thirty (30) days of the Village's request, the Village may determine the solar energy system to be obsolete and may require its removal within 180 days.

PP. Urban Agriculture.

1. A minimum lot area of one (1) acre is required.

2. Urban agriculture uses that involve any of the following activities must prepare a management plan that addresses how the following activities will be managed to avoid impacts on surrounding land uses and natural systems.

   i. Processing of food produced on site.

   ii. Spraying of agricultural chemicals.

   iii. Use of heavy equipment such as tractors.

3. Structures related to agricultural use, such as greenhouses, hoop houses, cold-frames, tool sheds, shade pavilions, barns, restroom facilities and planting preparation houses, are permitted. Buildings must be set back from any lot line a minimum distance of thirty (30) feet. No structure may exceed twenty-five (25) feet in height. The combined area of all structures is limited to fifteen percent (15%) of the lot area.

4. Prior to the establishment of the urban agriculture use, soil testing is required to measure nutrients, heavy metals and any other harmful contaminants that may be present. The applicant must submit to the Zoning Administrator the soil testing results and proposed remediation methodology, if needed. Alternatively, the applicant may use raised planter boxes for all plants, in which case soil testing is not required.

5. Farmstands are permitted and are limited to sales of items grown at the site. Permanent farmstands must be designed as coordinated structures, with an open wall design. Temporary farmstands must be removed from the premises or stored inside a structure on the premises when items are not offered for sale. The maximum height of any farmstand is fourteen (14) feet.

6. Open fences of a minimum of five (5) feet in height are required along the front and corner side lot line. Decorative fences are encouraged along the front and corner side lot lines. Six (6) foot solid fences are required along the interior side and rear lot lines.

7. The site is designed and maintained so that water and fertilizer will not drain onto adjacent property.

8. The use of herbicides and weed killers is prohibited.

9. Areas of dry, loose soil that may be moved by wind must be covered by mulch or plastic or otherwise confined.

10. Animal husbandry, including chicken coops and apiaries, and fish farms are prohibited.

QQ. Utilities, Private.

1. Private utilities shall be designed so that the location of entrances and exits, exterior lighting, service areas, and parking and loading facilities will minimize traffic congestion, pedestrian hazards, and adverse impacts on adjoining properties. Additional landscaping and screening may be required to achieve this.

2. Any aboveground private utility structures, such as pedestals for cable wire access or other access points for underground infrastructure (communications wiring, fiber optic, etc.) must be screened from view of any public right-of-way.

RR. Wind Farm

1. The minimum lot size for a wind farm shall be four (4) acres.

2. Wind turbines within a wind farm shall be permitted up to a height of three hundred (300) feet, unless otherwise limited by the special use approval, as measured from the base of the tower to the top of a fully extended blade. However, the turbine height shall be further limited to a maximum of one-hundred twenty-five (125) feet if the base of the turbine is located within five hundred (500) feet of a residential district.

3. The minimum clearance under a wind turbine shall be fifty (50) feet as measured from the lowest point of the blades to the ground directly below.

4. Wind turbines shall be set back a minimum distance equal to one-hundred fifty percent (150%) of the turbine height or three hundred (300) feet, whichever is greater, to all property lines, third party transmission lines, and wireless communication towers, unless otherwise specified by the special use approval.

5. The wind farm shall comply with all applicable codes and ordinances regulating sound generation, including, but not limited to the requirements of the Mundelein Village Code and the Illinois Pollution Control Board. In the event that any sound levels from a wind turbine are found to be in excess of permissible levels at the residence of any non-participating landowner, the facility owner or operator shall take such measures as are necessary to bring sound levels down to those permitted by the Mundelein Village Code and Illinois Pollution Control Board.

6. The facility shall be sited so as not to produce shadow flicker on any existing residential dwelling or within fifty (50) feet of the buildable area of a residentially zoned lot, as defined by current yard requirements, of non-participating properties.

7. Wind turbines, towers and blades shall be finished in off-white, light gray, or other neutral color. The finish shall be flat or matte, so as to reduce incidence of sun glint. However, de-icing materials that can give a high gloss appearance may be applied to the surface of the blades during winter weather conditions. The required coloration and finish shall be maintained throughout the life of the facility.

8. The facility shall not be artificially lighted, except as required by the Federal Aviation Administration (FAA) or necessary for workers involved in maintenance or repairs. Any required lighting shall be shielded so that no glare extends beyond the property line of the facility.

9. Facilities shall not cause electromagnetic interference to communications systems. All facilities turbines shall utilize non-metallic rotor blades unless the applicant can supply documentation from an independent testing laboratory certifying that any metallic blade rotor proposed to be used will not cause electromagnetic interference. The determination of degradation of performance and of quality and proper design shall be made in accordance with good engineering practices as defined in the latest principles and standards of the American Institute of Electrical Engineers, the Institute of Radio Engineers and Electrical Industries Association.

10. The base of any facility tower shall not be climbable for a vertical distance of fifteen (15) feet from the base. All access doors to wind farms shall be locked to prevent unauthorized access.

11. Wind farms shall be equipped with a redundant braking system, including both aerodynamic over-speed controls (including variable pitch, tip, and other similar systems) and mechanical brakes. Mechanical brakes shall be operated in a fail-safe mode. Stall regulation shall not be considered a sufficient braking system for over-speed protection. The facility operator or owner shall immediately cease operations as reasonably requested.

12. Wind farm turbines shall have no advertising material, writing, picture, or signs other than warning, turbine tower identification, or manufacturer or ownership information. This prohibition includes the attachment of any flag, streamers, ribbons, spinners, or waving, fluttering or revolving devices, but not including meteorological/weather devices.

13. For wind farms, warning signs, no less than four (4) square feet and no greater than six (6) square feet in area, shall be posted at the base of each tower and at access points to the property. The sign shall include a notice of no trespassing, warnings of high voltage and the potential of falling ice, and the phone number of the owner to call in case of emergency. Each tower shall be marked with a visible identification number to assist with emergency services.

14. All wind farms shall comply with the following conditions on stormwater and drainage:

    a. The applicant/owner shall design and install all necessary stormwater facilities as required by all regulations pertaining to stormwater management.
    b. The owner shall repair any and all field drain tiles or other drainage and stormwater structures damaged by the construction or installation of the facility at their own expense.

    c. The owner shall maintain any and all drainage and stormwater systems on the subject property and keep them in good working order.

15. The Village may allow, as a condition of the special use permit, the construction and/or installation of a meteorological tower for the sole purpose of collecting wind generation data.

    a. If meteorological towers are to use guy wires, bird flight diverters or high visibility marking devices must be utilized.

    b. The applicant shall provide summary documentation of research and study that clearly demonstrates that the site has sufficient wind resources to be economically beneficial.

c. Meteorological towers shall be limited to no more than one (1) per one (1) square quarter mile.

d. Meteorological towers must be dismantled within three (3) years of their installation.

e. The removal of the meteorological towers shall coincide with the decommissioning plan.

16. All facilities shall be designed to withstand a minimum wind velocity of one hundred (100) miles per hour, with an impact pressure of forty (40) pounds per square foot.

17. Each facility shall conform to applicable industry standards, including those of the American National Standards Institute (ANSI). Applicants shall submit certificates of design compliance that equipment manufacturers have obtained from Underwriters Laboratories (UL), National Renewable Energy Laboratories (NREL), Det Norske Veritas (DNV), Germanischer Lloyd Wind Energie (GL), or an equivalent third party.

18. All electrical wires and lines connecting each of the facilities shall be installed underground.

19. To reduce potential bird perching and nesting, towers shall consist of enclosed tubular structures with pointed tops, rather than lattice structures. External platforms and ladders shall not be permitted on towers, without appropriate mitigation, as determined by the special use permit.

20. Should a wind farm become inoperable or should any part of the facility become damaged or otherwise violate the operating requirements of this Ordinance, the owner shall cease operations immediately.

21. If the facility is not completely removed within ninety (90) days of the finding of abandonment, the Village may remove all structures at the owner's expense. In the case of such removal, the Village has the right to file a lien for reimbursement, for any and all expenses incurred by the Village without limitation, including attorney fees and accrued interest.

22. All applications for a wind farm shall include the following information:

    a. General Information.

        i. Name, company, address and phone number of owner and applicant.

        ii. Photos of existing conditions for proposed facilities.

        iii. Project summary including the manufacturer information, number of proposed turbines, and proposed height to the top of the turbine, including tower height and length of the blades.

        iv. Evidence from a wind study that the site is a feasible location for wind farm.

    b. Site Plan.

        A site map or survey, drawn to scale, signed, and sealed by a professional engineer, licensed in the State of Illinois indicating:

        i. Existing and proposed contours, at a minimum of two (2) foot intervals.

ii. Location, setbacks, exterior dimensions, and square footage of all structures on the owner's property and on abutting properties.

iii. Location of each of the turbines and the corresponding identification numbers.

iv. Location of existing and planned meteorological towers.

v. Location of proposed access roads.

vi. Location and size of existing waterways, wetlands, floodplains, aquifers, sanitary sewers, field drain tiles, storm sewerage systems, and water distribution systems.

vii. Location of any overhead power lines.

c. Engineering Plans, Drawings and Schematics.

i. A detailed drawing of electrical components and installation details for the proposed facility shall be provided as supplied by the manufacturer.

ii. A structural engineer's seal from a structural engineer, licensed in the State of Illinois, shall accompany manufacturer's engineering specifications of the tower, turbine, and foundation.

d. Coordination with Local Fire Department and Emergency Services. All applications shall describe how the facility will comply with the following requirements for local fire department and emergency services:

i. Facility operators shall provide emergency services access to the facility twenty-four (24) hours a day, and all drives and access points shall remain unobstructed at all times.

ii. The applicant shall submit a copy of the site plan to the Mundelein Fire Department and Mundelein Police Department.

iii. Upon request by the fire department, the owner shall cooperate with the local fire department to develop the fire department's emergency response plan.

iv. Nothing in this section shall alleviate the need to comply with all other applicable fire, life safety and/or emergency response laws and regulations.

e. Insurance. The applicant shall provide proof of a current general liability policy covering bodily injury and property damage with limits of at least $1.5 million per occurrence and $1.25 million in the aggregate at the time of the special use permit application. The amount of coverage may be changed upon consultation with the Village Attorney.

f. Electric Utility. An approval letter from the local electric utility company must be provided with permit application if the facility is connected to the energy grid.

g. Soil Studies.

i. Provide manufacturer's specifications for the tower construction, indicating the soil conditions that will structurally support the facility.

ii. A full soil boring/sampling analysis to a depth equal/greater than the actual foundation depth is required at each turbine location.

iii. Towers shall be embedded in an approved concrete foundation, stamped by a licensed Illinois structural engineer.

h. Shadow Flicker Study. Using available software, the applicant shall show calculated locations of shadow flicker caused by the facility and the expected duration in total number of hours per year of the flicker on non-participating residential districts within one-half (½) mile.

i. Lighting Plan. A lighting plan shall be developed to establish compliance with Federal Aviation Administration requirements and with regulations prohibiting glare and light spillage. Security lighting and any emergency lighting may only be approved as part of special use permit.

j. Sound. A sound level study conducted by a certified noise engineer which confirms/certifies that the site plan will comply with all regulations.

k. Wildlife Environmental Study.

i. A thorough wildlife study must be provided with the application, as carried out by a qualified professional.

ii. This study must evaluate the potential impact of the proposed construction and operation of a wind farm on any species of concern or high-quality wildlife habitat on or near the subject property, including but not limited to migrating, breeding, or foraging birds or bats, and threatened, and threatened and endangered species.

iii. The study must also evaluate the potential for impact on any Lake County Forest Preserve District, Illinois Nature Preserves Commission, Illinois Department of Natural Resources, and Illinois Natural Areas Inventory lands within one and one-half (1½) miles.

iv. Documentation of how concerns raised by environmental studies affect the siting and design.

v. In cases where the wildlife study indicates that it is likely that a protected natural resource may adversely affected by the proposed facility, the Village may consult with the Illinois Department of Natural Resources, and the U.S. Fish and Wildlife Service on all proposals for wind farms regarding potential impacts from the proposed facility on natural resources.

vi. Notice of the proposed wind farm shall mail notice to Lake County Forest Preserve District Illinois Nature Preserves Commission, when Lake County Forest Preserve District lands and Illinois Nature Preserves or Illinois Natural Areas Inventory sites are within one and one-half (1.5) miles of proposed wind farm.

l. Complaint Hotline

i. The applicant shall establish a telephone number hotline and e-mail address for the general public to call contact with any complaints or questions. The hotline number and e-mail address shall also be posted at the operations and maintenance center and the construction marshalling yard. The owner shall operate the telephone hotline during usual business hours and shall have an answering recording service during other hours.

ii. The owner shall log each complaint or call made to the hotline, identifying the name, address, and reason for the call. The owner shall notify the Village of any complaints within the next two (2) business days.

m. Roads and Access. The applicant, as a condition of use of any public road(s), for the purpose of transporting parts and/or equipment for construction, operation, or maintenance of the wind farm or substation(s), shall comply with all regulations of the Village and appropriate highway authority, be it the Illinois Department of Transportation, Lake County Division of Transportation, Village of Mundelein township or other municipality.

n. Decommissioning Plan. The applicant shall develop a decommissioning plan for the eventual removal of facility and met towers at the time of application. The plan shall include:

i. The triggering events for decommissioning the facility.

ii. Provisions for the removal of structures, debris, and cabling, including those below the soil surface.

iii. Provisions for the restoration of the soil and vegetation to pre-construction conditions, referencing photos submitted at application.

iv. Estimate of the decommissioning costs, certified by a professional engineer.

v. Financial assurance (i.e., letter of credit or performance bond) satisfactory to the Village Attorney, secured by the owner, for the purpose of adequately performing decommissioning, in an amount equal to the professional engineer's certified estimate of the decommissioning costs.

vi. Acknowledgement that Village shall have the right to access to the site, pursuant to reasonable notice, in order to affect or complete decommissioning of the facility.

vii. The terms of the decommissioning plan shall be binding upon the owner and any of their successors, assigns, or heirs.

SS. Wireless Telecommunications Antenna, Facility, and Tower.

1. Purpose

The following standards for wireless telecommunications antennas, facilities and towers are intended to:

a. Ensure public health, safety, convenience, comfort, and general welfare.

b. Ensure access to reliable wireless telecommunications services throughout the Village.

c. Encourage the use of existing towers and other structures for the colocation of wireless telecommunications antenna.

d. Encourage the location of towers, to the extent possible, in areas where the adverse impact on the Village will be minimal and preferably in non-residential, as opposed to residential, districts.

e. Minimize the potential adverse effects associated with the construction of wireless telecommunications towers through the implementation of reasonable design, landscaping, and construction practices.

2. Application Requirements. In addition to the requirements for a special use, all applications to erect, construct or modify any part of a wireless telecommunications antenna, facility or tower shall include the following items, unless waived by the Village:

   a. A site plan showing:

      i. The location, size, screening and design of all buildings and structures, including fences.

      ii. The location and size of all outdoor equipment.

      iii. A landscape plan showing all screening.

      iv. If the site plan is for a new wireless telecommunications tower, indication of the fall zone (shaded circle).

   b. A maintenance plan, and any applicable maintenance agreement, designed to ensure long-term, continuous maintenance to a reasonably prudent standard, including maintenance of landscaping, keeping the area free from debris and litter, and immediate removal of any graffiti.

   c. A disclosure of what is proposed, demonstrating the need for the wireless telecommunications antenna, facility, or tower to be located where proposed.

   d. The reason or purpose for the placement, construction, or modification, with specific reference to the provider's coverage, capacity, and/or quality needs, goals, and objectives.

   e. The service area of the proposed wireless telecommunications antenna, facility, or tower.

   f. An EME/RF Study which documents both the individual carrier's contribution of radiofrequencies (RF) to the environment, and the cumulative effects of all RF sources at the site. The study must document where the "maximum permissible exposure" (MPE) is exceeded.

   g. The nature and extent of the provider/applicant's ownership, easement, or lease interest in the property, building or structure upon which the antenna, facility or tower is proposed for placement, construction, or modification.

   h. The identity and address of all owners and other persons with a real property recorded interests in the property, building, or structure upon which the antenna, facility or tower is proposed for placement, construction, or modification.

   i. If the proposal is for a new telecommunications tower, then a map showing colocation opportunities within the Village and within areas surrounding the borders of the Village shall be provided and justification for why colocation is not feasible in order to demonstrate the need for a new tower.

   j. Certification by a State of Illinois licensed and registered professional engineer regarding the manner in which the proposed structure will fail. The certification may be utilized, along with other criteria such as applicable regulations for the district in

question, in determining if additional setback should be required for the structure and other facilities.

k. A visual simulation or rendering of the proposed support structure that illustrates the relationship between the height and the visual appearance of the structure. The Village may require the visual simulation shall be provided from two (2) different perspectives and accurately depict the scale of the proposed structure in the context of the surrounding area.

3. Fall Zone Setback.

a. A fall zone shall be constructed around any wireless telecommunications tower equal to one-hundred twenty-five percent (125%) of the height of the tower. The fall zone shall not include public right-of-way and must be located on property either owned or leased by the applicant, or for which the applicant has obtained an easement, and may not contain any structure other than an associated wireless telecommunications facility. In all cases, the wireless telecommunications tower must at least meet the underlying setback requirements of the zoning district in which it is located.

b. The Village may reduce the required fall zone as part of the special use approval, but the Village must find that the tower is less visible as a result and that safety is not compromised. Such reduction in the fall zone setback shall require submission of a written instrument signed by all adjoining property owners within the fall zone setback, and duly notarized, agreeing to such modification. In all cases, the wireless telecommunications tower must at least meet the underlying setback requirements of the zoning district in which it is located.

c. Any associated wireless telecommunications facilities shall be set back from all property lines in accordance with the minimum setback requirements in the zoning district.

4. Height. The maximum height of a wireless telecommunications tower shall be one hundred (100) feet, including all attachments (antennas, lightening rods, arrays, etc.). A special use application for approval of a wireless telecommunications tower shall demonstrate that the tower does not exceed the minimum height requirement necessary to function satisfactorily, which may be less than the one hundred (100) foot maximum permitted here. As part of the special use approval, a tower may exceed the maximum height if the Village finds that the exception is necessary for colocation purposes. In any case, the tower shall not exceed the height necessary to function satisfactorily.

5. Lighting and marking. Wireless telecommunications antennas, towers and facilities shall not be lit or marked unless required by the Federal Communications Commission (FCC) or the Federal Aviation Administration (FAA).

6. Landscape. Landscape is required to enhance compatibility with adjacent land uses. A fence six (6) feet in height must be erected around the wireless telecommunications tower and/or facility. Landscape shall be installed outside the fencing in accordance with the following:

a. One (1) shade tree shall be provided for every twenty-five (25) feet of fence length, not including gates or other fence openings.

b. One (1) shrub for every five (5) feet of fence length, not including gates or other fence openings.

c. Landscape may be flexible in its arrangement (but not quantity) by appropriately aggregating the required plant materials and maintaining open areas around gates or other fence openings.

7. Additional Standards for Wireless Telecommunications Antennas.

   a. Wireless telecommunications antennas shall be a special use in all districts, except where they are considered a permitted use subject to site plan review in accordance with Paragraph 10 (Stealth Design for Wireless Telecommunications Antennas) below.

   b. Wireless telecommunications antennas do not include satellite dishes, as regulated in Section 20.52.040(R) (Satellite Dish Antennas) of this Code.

   c. Antennas shall be of a color that is identical or similar to the color of the supporting structure to make the antenna visually unobtrusive.

   d. No antenna shall increase the overall height of any building or structure on which it is mounted by more than ten percent (10%), or ten (10) feet, whichever is less. However, antennas attached to existing communication towers shall not increase the height of tower above the maximum allowed.

   e. The Village may require, at its discretion, additional EME/RF Studies once antennas have been mounted and are in use in order to verify that the MPE has not been exceeded.

8. Additional Standards for Wireless Telecommunications Facilities.

   a. Wireless telecommunications facilities shall be a special use in all districts.

   b. Any buildings, cabinets or shelters may house only equipment and supplies for operation of the wireless telecommunication tower. Any equipment not used in direct support of such operation shall not be stored on the site. The facility shall be un-staffed and does not include telecom hotels.

   c. Signs for the wireless telecommunications facility shall be limited to ownership and contact information, FCC antenna registration number (if required), and any other information required by government regulation. Commercial advertising is strictly prohibited.

9. Additional Standards for Wireless Telecommunications Towers.

   a. Wireless telecommunications towers shall be a special use in all districts.

   b. Wireless telecommunications towers shall be designed to accommodate at least three (3) telecommunications providers.

   c. The area surrounding a tower must be of a sufficient size to accommodate accompanying wireless telecommunications facilities for at least three (3) telecommunications providers.

   d. Unless otherwise required by the Federal Communications Commission, the Federal Aviation Administration or the City, towers shall have a galvanized silver or gray finish.

10. Stealth Design for Wireless Telecommunications Antennas.

Stealth design for wireless antennas is encouraged and shall be considered a permitted use in all districts, subject to site plan review. All applications for site plan review shall include all information required by this section. In addition to the standards of this section for wireless telecommunications antennas, stealth design shall comply with the following regulations:

a. To qualify as a stealth design, wireless telecommunications antennas must be enclosed, camouflaged, screened, obscured or otherwise not readily apparent to a causal observer.

b. Antennas must be located on or in structures already permitted within zoning districts, such as steeples, water towers, crosses, streetlights, monuments, penthouses, and parapet walls, and shall be designed to blend into the structure. Antennas that collocate on existing conforming wireless telecommunications towers shall also be considered stealth design. However, antennas attached to existing communication towers shall not increase the height of tower above the maximum allowed.

c. No antenna shall increase the overall height of any building or structure on which it is mounted. If an antenna exceeds the overall height of any building or structure, it shall be considered a special use.

11. Abandonment.

Any wireless telecommunications tower or facility that is not operated for a period of one-hundred eighty (180) consecutive days shall be considered abandoned. The property owner shall remove the tower or facility within one-hundred eighty (180) days of its abandonment. The Village shall ensure and enforce removal by means of its existing regulatory authority.

12. Nonconformities.

a. Nonconforming Wireless Telecommunications Antenna or Facilities. Ordinary maintenance may be performed on nonconforming antenna or facilities. However, if the proposed alteration would intensify a nonconforming characteristic of the antenna or facility, a variance is required.

b. Nonconforming Telecommunications Towers.

i. Ordinary maintenance may be performed on nonconforming towers.

ii. Collocation of an antenna on an existing nonconforming tower is allowed as a special use, provided that the addition of the antenna and any additional wireless telecommunications facilities do not intensify the nonconformity.

CHAPTER 20.52 - ON-SITE DEVELOPMENT STANDARDS

20.52.010 – Purpose.
20.52.020 – Applicability.
20.52.030 – Use of land and buildings.
20.52.040 – Exterior lighting.
20.52.050 – Accessory structures and uses.
20.52.060 – Permitted encroachments.
20.52.070 – Temporary uses and structures.
20.52.080 – Environmental performance standards.

20.52.010 – Purpose.

The purpose of this Chapter is to address the regulation of those other site improvements on a lot other than the regulations for the principal building. This includes site design standards, accessory structures and uses, and permitted encroachments.

20.52.020 – Applicability.

The following on-site development standards apply to all properties outside of the C-5 District and the TND District. Properties in the C-5 District are regulated by the standards of Chapter 20.36. Properties in the TND District are regulated by Section 20.44.045 and the applicable planned unit development ordinance.

20.52.030 – Use of land and buildings.

A. Number of Buildings on a Lot. In the R-1, R-2, R-3, and R-4 Districts there shall be no more than one (1) principal building per lot. In all other districts, more than one (1) building may be erected on a single lot, provided that each building shall comply with all bulk and yard requirements of a district as though it were a principal building on an individual lot.

B. All Activities within an Enclosed Structure. Within all districts, except Institutional and Open Space Districts, all activities shall be conducted entirely within an enclosed structure, with the exception of the following activities and uses:

1. Off-street parking and loading, in accordance with Chapter 20.56 (Off-Street Parking and Loading).

2. Outdoor businesses, and those businesses with a required outdoor component, including, but not limited to, play areas associated with daycare centers, outdoor amusement facilities, outdoor storage areas, outdoor contractor storage yards, outdoor dining, car washes, pet “day care” services, and similar businesses. However, these businesses may be limited, or the outdoor components prohibited as a condition of a special use, where special use approval is applicable.

3. Permitted outdoor storage, and outdoor sales and display areas.

4. Temporary uses, in accordance with Section 20.52.070 (Temporary Uses).

5. Park/Playgrounds.

C. Frontage on a Public or Private Street. All lots shall front on a public or private street. Lot width shall be calculated based on the frontage along the public or private street.

D. Required Yards. No lot shall be reduced in area so that the yards are less than required by this Title, provided that recorded building lines or setback lines for a zoning lot, whichever is in effect from the time the property was last developed, shall continue to be in effect for zoning lots with existing primary structures in the event that a portion of said zoning lot is conveyed to the Village or other governmental authority for the widening of a public right-of-way or other public purpose other than in the case of a subdivision or resubdivision. The required yards for a zoning lot shall not be considered a yard for any other zoning lot. All yards allocated to a building shall be located on the same zoning lot as such building.

E. Applicability of Bulk Requirements. All structures erected after the effective date of this Ordinance shall meet the requirements for the zoning district in which the structure is located. No existing structure shall be enlarged, altered, reconstructed, or relocated in such a manner that conflicts with the requirements of the zoning district in which the structure shall be located. No structure shall be built within an easement unless otherwise allowed by this Ordinance.

F. Applicability of Use Restrictions. No structure or land shall be used for any use other than one allowed as either a permitted or special use in the zoning district in which such structure or land is located. Structures or land may also be used for a temporary use or accessory use, in accordance with the requirements of Section 20.52.070 (Temporary Uses) and Section 20.52.050 (Accessory Structures and Uses).

G. View Obstruction.

1. The following view obstruction regulations apply to all corner lots:

    a. At a non-signalized intersection, at a point fifteen (15) feet in any direction from the point of intersection of the street right-of-way, no sign, wall, fence, hedge, shrub, or other object may exceed a height of three (3) feet above the established grade.

    b. At a signalized intersection, at a point ten (10) feet in any direction from the point of intersection of the street right-of-way, no sign, wall, fence, hedge, shrub, or other object may exceed a height of three (3) feet above the established grade

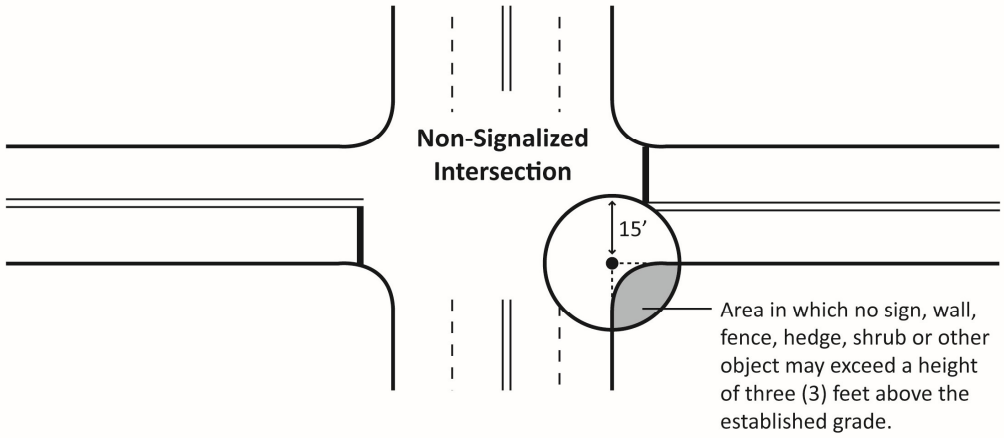
2. The following view obstruction regulations apply to all non-residential lots:

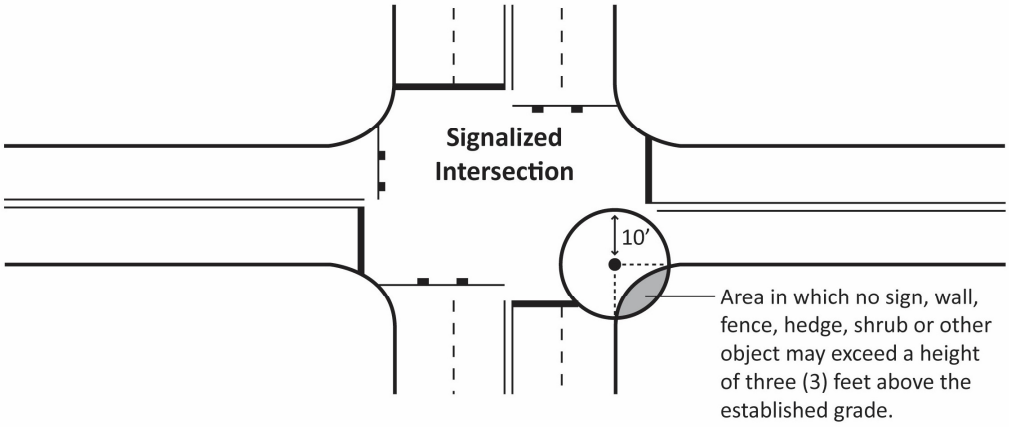
    a. For all driveways, at a point five (5) feet in any direction from the point of intersection of the street right-of-way, no sign, wall, fence, hedge, shrub, or other object may exceed a height of three feet above the established grade.

3. Exceptions are where the Zoning Administrator determines the encroachment will not create a traffic hazard.

4. Figure 20.52-1: View Obstruction illustrates the measurements for non-signalized and signalized intersection view obstructions.

Figure 20.52-1: View Obstruction





20.52.040 – Exterior lighting.

A. Light Trespass and Distraction.

1. No exterior lighting shall glare into, or upon, the surrounding area or any residential premises. In addition, no exterior lighting may be used in any manner that could interfere with the safe movement of motor vehicles on public streets. The light level shall be no greater than zero (0) footcandles at any property line or public right-of-way line, unless otherwise specified by this Ordinance.

2. Specifically, the following types of light trespass are prohibited:

a. Any light not designed for roadway illumination that produces direct or reflected glare that could disturb the operator of a motor vehicle.

b. Any light that may be confused with, or construed as, a traffic control device, except as authorized by state, federal or local government.

c. In addition, gas station lighting shall comply with the requirements of Section 20.48.040(V) (Gas Station) and screening of drive-through facilities shall comply with Section 20.60.150(D) (Drive-Through Facilities).

B. Unshielded Lighting. The use of unshielded lighting, including incandescent light bulbs hung or strung on poles, wires, or any other type of support, are prohibited, except in conjunction with decorative lighting for outdoor dining areas or on a temporary basis in areas where approved carnivals, fairs or other similar activities are held, and only when such activities are taking place.

C. Light Pole and Building-Mounted Lighting Heights. The maximum height of light poles on private property, as measured from grade at the base to the bottom of the luminaire, shall be as specified below. These standards do not apply to public right-of-way lighting. Permitted light pole heights shall be as follows:

1. Non-Residential Districts.

a. Lights poles and building-mounted fixtures shall be designed with fully shielded luminaires.

b. Building-mounted fixtures shall not be mounted higher than one (1) foot below the roof line or eave line, whichever is less.

c. Light poles in C-1 Neighborhood Commercial and L-MU Lakefront Mixed-Use Zoning Districts shall not exceed sixteen (16) feet in height.

d. Light poles in C-2 General Commercial and O-R Office-Research Zoning Districts shall not exceed twenty-five (25) feet in height.

e. Light poles in all other non-residential zoning districts shall not exceed thirty-five (35) feet in height, except as may be allowed under other sections of this Ordinance.

f. Light poles for outdoor recreational facilities in the OS Open Space and I Institutional Zoning Districts shall not exceed sixty (60) feet in height. If light poles that exceed sixty (60) feet are necessary, such light poles are subject to special use approval.

2. Residential Districts. Light poles for single- and two-family dwellings shall not exceed twelve (12) feet in height, not including public streetlights. Light poles for non-residential uses in residential districts, multi-family and townhouse uses shall not exceed fifteen (15) feet in height. Lighting shall be directed so that it does not produce glare upon adjacent properties.

D. Uplighting Prohibited. Uplighting or direct illumination of a building façade above the eave or cornice line is prohibited. Uplighting or direct illumination of canopies is prohibited. Uplighting or direct illumination of signs is prohibited unless such lighting is directed only onto the sign face.

E. Automatic Teller Machine Lighting. All exterior lighting for automatic teller machines (ATMs) shall comply with the Automated Teller Machine Security Act (205 ILCS 695/1 et seq), as amended. All exterior lighting for ATMs in drive-through facilities shall be designed with luminaires recessed under the canopy to minimize light pollution.

20.52.050 – Accessory structures and uses.

All accessory structures and uses shall be subject to the requirements of this Section and the requirements of Section 20.52.060 (Permitted Encroachments) below. Additional accessory structures not regulated in this section may be regulated in Section 20.52.060 (Permitted Encroachments) below.

A. Accessory Structures - General Regulations. All accessory structures shall be subject to the following regulations, in addition to any other regulations within this Chapter and this Ordinance.

1. No accessory structure shall be constructed prior to construction of the principal building to which it is accessory.

2. The accessory structure is customarily incidental and subordinate to and serves a principal use established on the same zoning lot.

3. The accessory structure is subordinate in area, floor area, intensity, extent, and purpose to the principal building, structure, or use.

4. The accessory structure is located on the same zoning lot as the principal building, structure, or use served.

5. The accessory structure does not exceed maximum impervious surface area for the zoning district.

6. Only those accessory structures permitted by this section or Section 20.52.060 (Permitted Encroachments) are permitted in required yards.

7. The maximum height of any detached accessory structure shall be measured from the floor of the structure to the peak of the roof, unless otherwise allowed by this Ordinance. No detached accessory structure shall exceed fifteen (15) feet, unless otherwise permitted or limited by this Ordinance.

8. All accessory structures must be located a minimum of five (5) feet from any rear lot line and three (3) feet from an interior side lot line, unless otherwise permitted by this Ordinance. For purposes of accessory structure placement, the permitted encroachments listed in Table 20.52-1 for the “Interior Side Yard” shall apply only to the portion of the side yard located between the required front yard setback line and the rearmost wall of the principal structure. Accessory structures located behind the rearmost wall of the principal structure shall comply with the minimum three (3) foot interior side yard setback. On a reverse corner lot, no accessory building shall be located in the reverse corner side yard, nor nearer than five (5) feet to the side lot line of the adjacent lot.

9. On residential lots each accessory structure may not exceed one-hundred forty-four (144) square feet in floor area unless otherwise specified by this Ordinance. Exceptions to this include decks and patios; however, these are subject to the impervious surface requirements.

10. For the Open Space and Institutional Zoning Districts, accessory structures are permitted in any yard except the required front yard.

11. Accessory structures are permitted for nonresidential uses. Materials must be complementary to the primary structure.

12. Where a setback is either zero (0) feet or a build-to zone is present, the 'Required Front Yard' and "Required Corner Side Yard" are instead interpreted as any space between the front or

corner side facade of the building and the public right-of-way with regards to placement restrictions on accessory structures. In the presence of a zero (0) foot setback or build-to zone, all accessory structures must be setback at least one (1) foot from the property line.

13. With regards to accessory structures on townhouse lots, common areas (owned and managed by the same association) shall be included when calculating setbacks and impervious surface coverage.

14. Gravel shall not be used as a primary surface for any accessory structures, including but not limited to: driveways, parking lots, patios, walkways, or other functional surface improvements. Decorative use of gravel, crushed stone, or similar loose aggregate is permitted where it serves a non-functional purpose, such as a landscape accent, planting bed cover, or an ornamental border.

B. Accessory Structures on Lake Access Parcels.

1. Purpose and Applicability. This section applies to certain vacant parcels with frontage on Diamond Lake or Loch Lomond that function solely to provide lake access to a nearby residential property.

2. Definition of Lake Access Parcel. A “Lake Access Parcel” is an individual lot that does not contain a principal structure and has frontage along Diamond Lake or Loch Lomond, provided that both of the following criteria are met:

    a. The parcel is under common ownership with a separate lot containing a principal structure; and

    b. The lot containing the principal structure is located within five hundred (500) feet of the property lines of Lake Access Parcel.

3. Permitted Accessory Structures. Accessory structures may be constructed on a Lake Access Parcel despite the absence of a principal structure on that parcel. Only the following accessory structures are permitted, and no more than one (1) of each type may be established. No other accessory structures or uses are permitted:

    a. Pier

    b. Shed

    c. Patio

    d. Deck, freestanding and grade-level

    e. Walkway

    f. Pergola

    g. Gazebo

    h. Fire pit

    i. Recreational equipment

4. Lot Coverage Limitation. The combined lot coverage of all accessory structures on a Lake Access Parcel shall not exceed twenty-five percent (25%) of the total lot area.

5. Prohibited Improvements and Uses. The following improvements and activities are expressly prohibited on a Lake Access Parcel:

    a. Driveways or parking pads.

    b. Parking or storage of motor vehicles, recreational vehicles, boats on trailers, or commercial vehicles. Boats may be stored on a pier.

    c. Accessory structures may not be used for sleeping or habitation.

6. Severance of Common Ownership. In the event that common ownership is severed, the existing structures are deemed existing nonconformities and are subject to Section 20.64. New accessory structures may not be installed unless common ownership is restored.

C. Amateur (HAM) Radio Equipment.

1. Towers that solely support amateur (HAM) radio equipment and conform to all applicable performance criteria as set forth in Section 20.52.080 (Environmental Performance Standards) shall be permitted only in the rear yard and shall be located ten (10) feet from any lot line. Towers shall not exceed the maximum building height of the applicable district by more than ten (10) feet unless a taller tower is technically necessary to engage successfully in amateur radio communications in accordance with Paragraph 3 below.

2. Antenna may be ground-, building- or roof-mounted, provided they do not exceed the maximum building height by more than ten (10) feet unless a taller antenna is technically necessary to engage successfully in amateur radio communications in accordance with Paragraph 3 below. Every effort shall be made to install antennae in locations that are not readily visible from neighboring properties or from the public right-of-way, excluding alleys.

3. An antenna or tower that is proposed to exceed the height limitations shall be considered a special use. The operator must provide evidence that a taller tower and/or antenna is necessary to engage successfully in amateur radio communications. In addition, the applicant must provide evidence that the tower and/or antenna shall not prove a hazard to birds (i.e., minimal chance of bird strikes). Such tower and/or antenna must conform to all applicable performance criteria as set forth in Section 20.52.080 (Environmental Performance Standards). As part of the application, the applicant must submit a site plan showing the proposed location of the tower and/or antenna, as well as its relation to the principal building and any additional accessory structures.

4. Radio antennae and/or towers owned and operated by the Village are exempt from these requirements and other requirements of this Ordinance.

D. Car-share. Car-sharing is permitted as an accessory to off-street parking lots or parking structures and must meet the following additional standards:

1. Car-sharing vehicles shall be operated only by a car-sharing company or platform that maintains a centralized reservation system and customer support.

2. The car-sharing company shall register with the Village prior to placing any vehicles, providing a local or regional contact, and an inventory of authorized vehicle locations.

3. Car-sharing vehicles may only be located in parking spaces specifically approved for car-sharing as part of an approved site plan, or parking plan. Vehicles must be parked in designated parking spaces which meet the minimum design requirements of Section 20.56.170 Design of Off-Street Loading spaces. Each car-sharing space shall be clearly

marked with signage identifying the space as reserved for car-sharing use and the authorized operator.

4. Spaces reserved for car-sharing may not exceed more than five (5) parking spaces or ten percent (10%) of the minimum parking requirements, whichever is less. Vehicles not actively available for rental may be deemed storage and are prohibited.

5. Motor vehicle service and repair is prohibited.

6. Trucks designed for commercial purposes, trailers, or other commercial vehicles may not be used for car-sharing.

E. Carports.

1. A carport, whether attached to the principal building or as a detached structure, may be constructed in a required interior side, corner side, or rear yard.

2. Every part of the projection of such carport must be at least three (3) feet from the interior side lot line and five (5) feet from any rear lot line.

3. The height of any carport may not exceed fifteen (15) feet. The length and width of a carport may not exceed twenty (20) feet.

4. A carport, whether attached to or detached from the principal building, must be unenclosed on the side nearest an interior or corner side lot line.

5. A carport must be constructed as a permanent structure. Temporary tent structures are not considered carports.

6. A car must be able to access a carport via an approved paved surface meant for passenger vehicle loads.

F. Decks.

1. Decks shall be counted as fifty percent (50%) impervious surface for purposes of impervious surface calculations, except where an impervious surface (e.g., concrete or asphalt) exists directly beneath the deck.

2. Deck railings are permitted up to four feet (4') in height, measured from the floor of the deck.

3. Decks may have one privacy wall, which is subject to the following:

   a. Privacy walls may only be installed along one side of the deck and are limited to twelve (12) feet in length.

   b. Privacy walls are not permitted within the interior side yard setback, corner side yard setback, or front yard setback. Townhouses and attached single-family dwellings are permitted to have a privacy wall within the interior side yard setback if it is located along a shared party line.

   c. Privacy walls are limited to a maximum height of eight (8) feet high, which is measured from the floor of the deck.

   d. Privacy walls must be connected to a deck or patio and are not permitted as standalone structures.

e. Privacy wall materials are treated as fences with regards to permitted materials.

G. Donation Boxes. Donation boxes are permitted for non-residential uses.

1. Only one (1) donation box is permitted per zoning lot. The donation box must be accessory to and owned by the principal use on the site.

2. No donation box may be located in the front yard. Donation boxes may be located in the corner side, interior side or rear yard but must be three (3) feet from any property line. No donation box may be located within a required parking space.

3. The area surrounding the donation box must be kept free of any junk, debris, or other material.

4. Donation boxes shall be maintained in good condition and appearance with no structural damage, holes, or visible rust, and shall be free of graffiti.

5. Donation boxes shall be locked or otherwise secured.

6. Donation boxes shall contain the following contact information on the front of each donation box: the name, address, email, and phone number of the operator.
7. Donation boxes shall be serviced and emptied as needed, but a minimum of every fifteen (15) days.

8. Donation boxes shall not exceed five (5) feet in height and sixty (60) cubic feet.

H. Electrical Generators. Electrical generators may be located in the interior side or rear yard but must be located at least five (5) feet from a rear lot line and three (3) feet from an interior side lot line. Electrical generators are prohibited in the front or corner side yard. All maintenance runs must occur between the hours of 9AM and 6PM.

I. Electric Vehicle Charging Stations.

1. General.

a. Private (restricted-access) electric-vehicle (EV) charging stations are permitted as accessory uses in all zoning districts.

b. Public electric vehicle charging stations are permitted as accessory uses to allowed nonresidential uses in all zoning districts.

2. Parking.

a. Electric vehicle charging stations may be counted toward satisfying minimum off-street parking space requirements.

b. Public electric vehicle charging stations must be reserved for parking and charging electric vehicles.

3. Equipment. Vehicle charging equipment must be designed and located so as to not impede pedestrian, bicycle or wheelchair movement or create safety hazards on sidewalks. Equipment is subject to the lot and building regulations of the subject zoning district unless otherwise expressly stated.

4. Maintenance. Electric vehicle charging stations must be maintained in all respects, including the functioning of the equipment. A phone number or other contact information must be provided on the equipment for reporting when it is not functioning or when other problems are encountered.

J. Fences.

1. General Requirements.

a. No fence shall be erected within the Village without first obtaining a building permit. In addition, replacement of fifty percent (50%) or more of the total area of an existing fence requires a building permit.

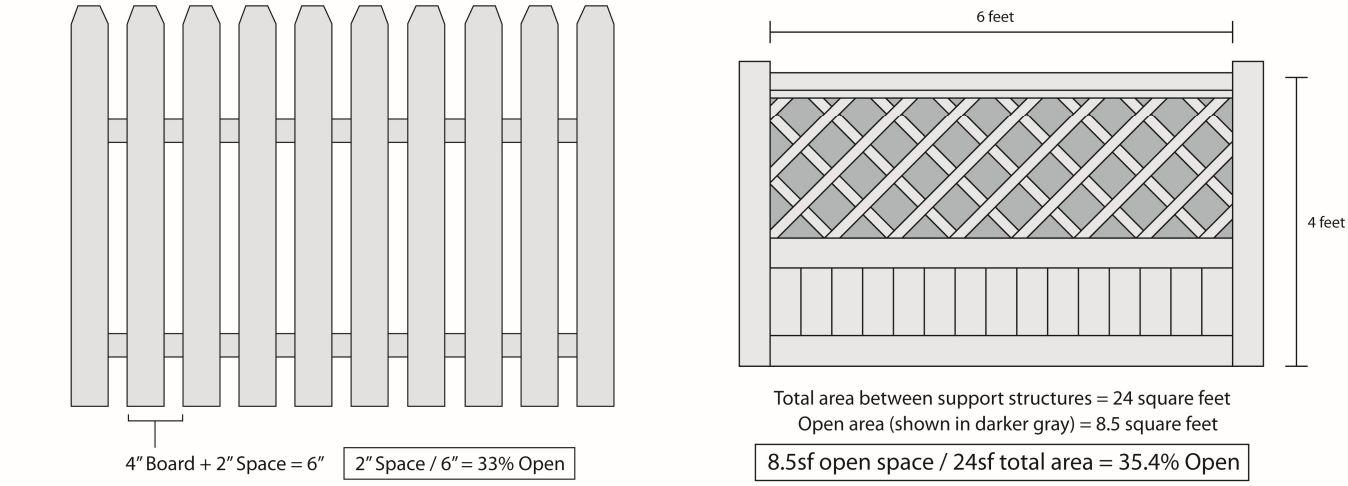
b. All fences shall be measured from grade of the ground adjacent to the fence, unless otherwise specified.

c. Fences for utilities and public recreational uses in any district shall be subject to the regulations of Paragraph 5 below.

d. Three (3) inches of clearance shall be allowed from grade to the bottom of the fence and not count towards the overall height of the fence to prevent fences from being buried in the ground.

e. An open fence shall be defined as a fence which has, between each support structure, thirty-three percent (33%) or more of its surface area open, defined as allowing a direct view through the fence from a position perpendicular to the fence. A solid fence shall be defined as a fence which has less than thirty-three percent (33%) of its surface area open.

Figure 20.52-2: Examples of fences that meet the 33% openness requirement.



f. For the purposes of this section, masonry walls are considered solid fences.

2. Fence Construction and Design Requirements.

a. If there is an unfinished side of a fence, the finished side of all fences shall face away from the lot on which it is located. Both sides of all fences shall be similar in design, construction, and appearance.

b. All fence posts shall be placed on the inside of the fence.

c. A fence or wall, including all posts, bases, and other structural parts shall be located completely within the boundaries of the lot on which it is located.

d. Fences shall only be constructed of the following materials:

i. Treated wood, pine, cedar, or redwood.

ii. Simulated wood.

iii. Decorative brick or stone.

iv. Wrought-iron or simulated wrought-iron.

v. Coated chain link, with the following conditions:

1. Chain link fence must be vinyl coated in brown, black, or green;

2. Permitted in the rear hard and interior side yard only;

3. Only permitted in the following zoning districts: R-1, R-2, R-3, R-4, I, and OS; and

4. Slat inserts and mesh fabric are not permitted, with the exception of education facilities, sports facilities, and parks/playgrounds, which may have mesh fabric for screening.

vi. Vinyl.

The Zoning Administrator may approve additional fence materials that are professionally manufactured but not listed above.

3. Fences in Residential Districts.

a. Fences in yards are limited as follows:

i. Fences located parallel to the front lot line, between the side lot line and the structure, and at or behind the front building line, may be solid or open fences and are limited to a maximum height of six (6) feet. Fences located in front of the front building line, including fences parallel to the front and side lot lines, must be open fences and are limited to a maximum height of three (3) feet. The front building line is the front façade of the structure, excluding projections such as porches, bay windows and attached garages. However, on a corner lot, the fence at or behind the front building line between the building and a corner lot line meet corner side lot line fence requirements.

ii. Fences located parallel to the interior side lot line, between the front building line and the rear lot line, may be solid or open fences and are limited to a maximum height of six (6) feet.

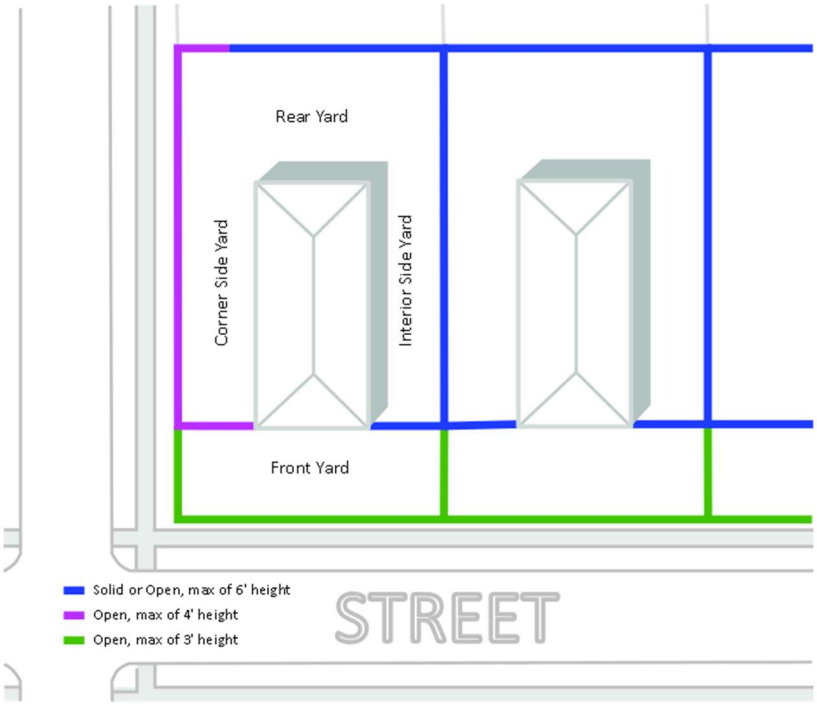
iii. Fences located parallel to the corner side lot line between the front building line and the rear lot line, must be open fences and are limited to a maximum height of four (4) feet. However, the area along the rear lot line that is within the corner side yard is also subject to this regulation.

iv. Fences located parallel to the rear lot line, between side lot lines, may be solid or open fences and are limited to a maximum height of six (6) feet. However, on a corner lot, the area along the rear lot line that is within the required corner side yard must meet corner side lot line fence requirements.

b. When a residential lot abuts a County or State highway or tollway, or nonresidential use, the residential lot owner and abutting nonresidential lot owner are permitted to erect an eight (8) foot fence along the rear or interior side lot lines that abut such use.

c. Fences are permitted are shown in Figure 20.52-3: Permitted Residential Fence Location.

FIGURE 20.52-3: PERMITTED RESIDENTIAL FENCE LOCATION



4. Fences in Non-Residential Districts.

a. Fences are permitted in the interior side and rear yards and may be solid or open fences, limited to a maximum height of eight (8) feet.

b. Fences are permitted in the front and corner side yard but must be open fences and limited to a maximum height of three (3) feet.

5. Fences for Utilities and Public Recreational Uses.

a. Whenever the lot line of a utility or public recreational use abuts a residential district, or whenever a utility use fronts on a public right-of-way, the use shall be fenced. In addition to the fencing, shrubs a minimum of five (5) feet in height shall be planted along the fence.

b. Utility uses shall be fenced. Wrought iron, masonry, or other similar material shall be used for a utility facility. Such fences shall be a maximum height of eight (8) feet. Such fences may be located in any yard and are not required to be open.

c. public recreation areas may be enclosed along their boundaries (i.e., all yards) with an open type fence to a height not to exceed eight (8) feet. Tennis courts and other similar uses may be fenced in accordance with national standards for such uses.

6. Fences Installed in Utility or Drainage Easements. Fences may be installed or constructed across or upon certain utility or drainage easements located on the owner's property upon the issuance of a permit provided that the following conditions are met:

a. No fence shall be installed or constructed across or upon any access easement or pedestrian walkway.

b. No drainage easement, stormwater management easement, special "A" drainage easement, drainage swale, overland flow path, or storm inlet (individually and collectively referred to in this chapter as "drainage easement") shall be altered or in any way impeded by such fence. A minimum clearance of three (3) inches from the bottom of the fence to the ground shall be maintained at all times on fences installed or constructed within the drainage easement.

c. Prior to digging postholes within the utility or drainage easement, the property owner or contractor shall notify J.U.L.I.E. (Joint Underground Location Information for Excavators) of the proposed work and obtain from J.U.L.I.E. all information relating to the location and depth of all underground pipes, conduits, wires and other apparatus within the utility or drainage easement.

d. Prior to installing fence posts within the utility or drainage easement, the property owner or contractor shall notify the Village and request an inspection of the postholes.

e. All owners of the property on which the fence is installed or constructed and contractors performing work thereon shall be jointly and severally responsible for any damage to any pipes, conduits, wires and other apparatus within the utility or drainage easement.

f. No further improvements, additions or alterations may be performed on such fence or within the utility or drainage easement, without first applying for and receiving a new permit from the Village.

g. It is the property owner's obligation to promptly remove the fence, or such portion of the fence as may be necessary upon notice from the Village or public utility company in order for the Village or public utility company to install, repair, remove, replace, maintain, or do other work on such pipes, conduits, wires or other apparatus within the utility or drainage easement. If the property owner fails to do so in a timely manner or if there is an emergency as determined by the Village or public utility company, the Village or public utility company may remove the fence, or such portion of the fence as may be necessary to do work within the utility or drainage easement and may invoice the owner for the cost of removal of said fence in the easement.

h. The Village or public utility company and their contractors, employees and agents shall have no liability for the removal or damage to such fence in the course of performing

any work on such pipes, conduits, wires or other apparatus within the utility or drainage easement and the property owner shall be responsible, at his/her cost, for the repair or reinstallation of any portion of the fence damaged or removed.

i. This section shall be referenced in all fence permits regarding fences to be installed or constructed within a utility or drainage easement, and the permit shall state that it is conditioned on the property owner and his contractor fully complying with this section. The obligations and responsibilities of the property owner under this section shall apply to the property owner applying for and receiving the fence permit and all subsequent owners of the property.

7. Nonconforming Fences. A nonconforming fence may be maintained. Maintenance is defined as incidental repairs and/or replacement to less than fifty percent (50%) of the total area of an existing fence. No such maintenance shall expand any existing or create any new nonconformity. Replacement of more than fifty percent (50%) of the total area of an existing nonconforming fence requires the entire fence to be brought into conformance. Replacement of more than fifty percent (50%) of the total area requires a building permit.

K. Garages, Detached. The following design standards apply to all detached residential garages. Attached garages shall not be considered an accessory structure but shall be subject to the regulations of Section 20.28.060: Residential Design and Layout Requirements.

1. A detached garage is prohibited if the principal structure has a functioning attached garage. A functioning attached garage shall be defined as having a driveway that leads to the attached garage and the presence of a garage door.

2. A detached garage shall not exceed a maximum of fifteen (15) feet in height, measured from the center of the tallest part of the building down to the adjacent grade. For a gable, hip, shed, gambrel, or other similar roof type, the measurement should be to the average mean of the building as measured from the top of the wall to the top of the ridge. A flat roof shall be measured to the highest point of the top of the roof. However, a detached garage may be constructed to a taller height with approval of a special use permit in order to match the roof pitch of the principal structure. As part of the special use permit application, the applicant must demonstrate that the increased height is necessary to match the roof pitch.

3. The area above the vehicle parking spaces in a detached garage may be utilized for storage, but not habitable space and may not contain a kitchen, bathroom or sleeping area.

4. Detached garages shall not exceed six-hundred seventy-six (676) square feet for single-family residential districts, duplexes, two-flats, and townhouses. Detached garages may exceed six-hundred seventy-six (676) square feet for multi-family units where a garage structure serves more than four residential units, provided the separate garage space for each residential unit does not exceed five-hundred seventy-six (576) square feet.

5. Detached garages are permitted in the rear, interior side, and corner side yards. Detached garages shall be located a minimum of five (5) feet from any rear lot line or corner side lot line and three (3) feet from an interior side lot line.

6. If a lot abuts a public alley, a detached garage shall be constructed so that access is from the public alley.

7. Detached garages constructed after the date of adoption of this Ordinance shall be complementary of the architecture and design of the principal building. Complementary of design may include use of the same palette of materials as the principal building, roofing, roof pitch, trim, and colors.

8. Detached garages shall be located a minimum of ten (10) feet from the principal structure on a lot. The distance shall be measured from the walls of the structure.

L. Gazebo, Detached. Detached gazebos are permitted in the rear yard, provided they comply with the following requirements.

1. Gazebos are limited to a maximum area of two hundred (200) square feet.

1. Gazebos shall be limited to fifteen (15) feet in height as measured from the floor of the gazebo to the peak of the roof.

2. The gazebo shall be set back a minimum of five (5) feet from any lot line.

3. Detached gazebos may have screens and glass or plastic windows.

4. Gazebo structures of a similar type to lawn furniture with canvas or fabric sides are considered temporary structures and do not require a permit.

M. Home Occupations. The following standards are intended to ensure that home occupations, conducted in a dwelling, are compatible with the neighborhoods in which they are located and do not interfere with the rights of the surrounding property owners to enjoy the established character of the neighborhood.

1. The home occupation shall be conducted entirely within the dwelling and shall be clearly incidental and secondary to the use of the dwelling for residential purposes.

2. No more than thirty percent (30%) or six hundred (600) square feet of the residential dwelling, including any garage or accessory building, whichever is less, shall be used in the conduct of the home occupation.

3. A home occupation shall not be established prior to the member(s) of the family conducting the home occupation taking possession of, and residing in, the dwelling.

4. No person other than an occupant residing on the premises shall be employed as part of a home occupation.

5. The home occupation shall be conducted completely within the residential dwelling, including any garage or accessory building. The outside display or storage on the premises of equipment, materials, supplies and/or goods, wares and merchandise is prohibited. The entrance to the space devoted to a home occupation shall only be from within the residential dwelling.

6. No goods, wares and merchandise shall be displayed, sold, or offered for sale at either retail or wholesale within the residential dwelling or on the premises where the home occupation is being conducted. This provision shall not apply to house parties, such as where housewares, cosmetics and similar items are demonstrated and offered for sale on an occasional basis. Sale, repair, or manufacturing of firearms is prohibited as a home occupation.

7. Vehicular traffic and on-street parking shall not be increased by the home occupation. The conduct of any home occupation shall not reduce areas or render unusable areas provided for off-street parking or prevent the number of cars intended to be parked in a garage from doing so.

8. The receipt, sale or shipment of deliveries shall not be permitted on or from the premises, with the exception of regular U.S. mail and/or an express shipping service that is characteristic of service to residential neighborhoods.

9. There shall be no display, activity or environmental manifestation that will indicate from the exterior of the residential dwelling in which a home occupation is being conducted that such residential dwelling is being used in whole or in part for anything other than residential purposes. The home occupation shall not create noise, dust, vibration, smell, smoke, glare, electrical interference, fire hazard, or any other hazard or nuisance to any greater or more frequent extent than usually experienced in an average residential occupancy within a residentially zoned district under normal circumstances where no home occupation exists.

10. Home occupations shall not generate refuse exceeding amounts typically produced by an average residential occupancy within a residentially zoned district under normal circumstances where no home occupation exists.

11. No alteration of any kind shall be made to the residential dwelling where a home occupation is conducted that would change its residential character, including, but not limited to, the enlargement of public utility services, cooking facilities, or driveway or parkway areas beyond the capacities customarily required for residential use. No sign shall advertise the presence or conduct of a home occupation that is visible from any public or private street.

12. Any type of motor vehicle service and repair is a prohibited home occupation.

13. Day care homes are not considered a home occupation and are subject to the regulations set forth in this Ordinance.

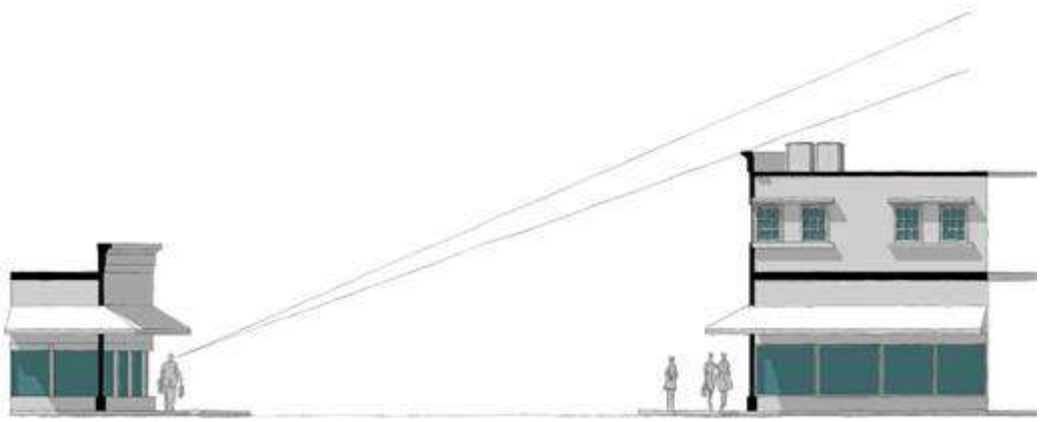
N. Mechanical Equipment.

1. In all districts, all ground-based mechanical equipment including, but not limited to, heating, ventilating, and air-conditioning (HVAC) units, may be located in the interior side or rear yard but must be located at least five (5) feet from a rear lot line and three (3) feet from an interior side lot line. Ground-based mechanical equipment is prohibited in the front or corner side yard.

2. All nonresidential, mixed-use, or multi-family ground-based mechanical equipment, including, but not limited to, HVAC units, shall be completely screened when visible from the adjoining lot or public right-of-way, excluding alleys. Screening materials may be masonry, wood, landscaping, or other opaque material, and shall effectively screen mechanical equipment so no portion is visible from a street or adjoining lot (with the exception of equipment located in the rear yard). Color and texture of a masonry screen wall shall be compatible with the color and texture of the principal building on the site.

3. Any mechanical equipment located on the roof of any structure in any zoning district shall be screened when visible from the adjoining lot or right-of-way, excluding alleys. The roof structure, parapet walls, or other screening structure must screen the equipment. Such screening shall be designed to blend in with and complement the architecture of the building. See Figure 20.52-4: Roof-Mounted Equipment Screening for illustration of regulations.

FIGURE 20.52-4: ROOF-MOUNTED EQUIPMENT SCREENING



O. Outdoor Sales and Display. Retail goods establishments are allowed outdoor sales and display of merchandise, by either a storeowner or occupant, within the same zoning lot in all Commercial Districts. Outdoor sales and display must meet the following conditions:

1. The items permitted to be offered in outdoor sales and display areas include, but are not limited to, building or garden supplies for retail sale, nursery plants, equipment for household use, and other household items that are typically used or stored outdoors. Permanent outdoor sales and display areas for motor vehicle sales are subject to the requirements under Section 20.60.150 (C).
2. Outdoor Sales and Display areas cannot exceed fifteen percent (15%) of the gross lot area or 30,000 square feet, whichever is less, except motor vehicle sales.
3. No Outdoor Sales and Display areas shall be permitted in any public right-of-way or obstruct pedestrian or vehicular traffic and cannot be placed in required landscaped yards.
4. It should be ADA accessible with at least a five-foot (5') clearance.
5. Outdoor Dales and Display areas must be paved. They must also have a marked pedestrian walkway.
6. No sales and display areas shall cover parking spaces needed to meet the minimum parking requirement.

P. Outdoor Storage – Accessory.

1. All outdoor storage areas shall require a special use approval by the Village Board prior to establishment or modification. The Board may impose conditions necessary to ensure compatibility with surrounding properties and compliance with Village standards.
2. All outdoor storage must comply with the screening requirements of Section 20.60.150 (Screening Requirements) and is only allowed in the C-3, M-1, and M-MU zoning districts.
3. All outdoor storage areas must be affiliated with a business that is operating from and registered at the same site, and a primary structure shall be required on the lot for that business. Outdoor storage areas may not be used primarily to store items for a business with operations located elsewhere.
4. The primary structure shall be oriented toward the front of the lot and located in compliance with the yard requirements of the underlying zoning district. All outdoor storage areas shall

be located to the rear of the lot, Outdoor storage may be permitted in the interior side yard but shall not be located in front of the building's front façade.

5. Outdoor storage areas shall be surfaced, graded and drain all surface water. Outdoor storage areas may be surfaced with pervious paving if adequate drainage and erosion and dust control are provided. However, gravel is prohibited.

6. All outdoor storage areas shall be maintained in a neat and orderly condition, free of debris, weeds, or inoperable vehicles.

7. All manufacturing, assembly, repair, or work activity traditionally taking place indoors shall take place inside an enclosed building. No work shall take place outdoors. This excludes activities related to loading, unloading, or moving the outdoor storage materials.

8. Any lighting used to illuminate an outdoor storage area shall be directed and shielded as to not illuminate any adjacent residential areas.

9. All items stored must be related to the on-site business and its operations.

10. Outdoor storage approval shall not be required when a business maintains: (A) five (5) or fewer small, operable vehicles used in the daily operation of the business, such as passenger cars, vans, or light-duty service vehicles weighing less than 10,000 pounds, and/or (B) three (3) or fewer large, operable vehicles used in the daily operation of the business, such as box trucks, semi-trucks, or other medium-duty service vehicles weighing less than 26,000 pounds; provided that:

    a. Such vehicles are parked only within the rear or interior side yard of the property;
    b. The vehicles do not occupy any required off-street parking spaces for customers or employees, nor do they block fire lanes or pedestrian or vehicular access to the property; and
    c. The parking area complies with applicable screening and surface requirements of this Code.

11. In the presence of a loading dock, trucks active in loading and unloading do not constitute as outdoor storage. Enclosed trailers having a gross vehicle weight rating (GVWR) or 26,000 pounds or less that are not connected to an operable towing vehicle shall be considered to be in active use for up to seven (7) days before a Special Use is required for outdoor storage. Additionally, more than three (3) active, disconnected trailers stored on the property at any given time requires a Special Use for outdoor storage.

Q. Patios.

1. Patios may have one privacy wall, which is subject to the following:

    a. Privacy walls may only be installed along one side of the patio and are limited to twelve (12) feet in length.

    b. Privacy walls are not permitted within the interior side yard setback, corner side yard setback, or front yard setback. For townhouses and attached single-family dwellings are permitted to have a privacy wall within the interior side yard setback if it is located along a shared party line.

    c. Privacy walls are limited to a maximum height of eight (8) feet high, which is measured from the floor of the patio.

d. Privacy walls must be connected to a deck or patio and are not permitted as standalone structures.

e. Privacy walls materials are treated as fences with regards to permitted materials.

R. Porches.

1. Unenclosed porches may encroach six (6) feet into any required front, corner side or rear yard.

2. Enclosed porches must meet all minimum yard requirements.

3. Stoops are not considered porches.

5. Enclosed porches within and parallel to the front or corner side yards must have complementary architecture.

S. Private Free Libraries.

1. A building permit is required and must include a sketch of the proposed structure with dimensions and materials.

2. Private Free Libraries must be within a permanently installed structure that meet the following:

a. The overall height of the structure must not exceed six (6) feet above grade.

b. The bulk of the structure may not exceed more than three (3) feet wide, three (3) feet tall, and three (3) feet deep.

3. Private Free Library structures shall be constructed of durable, weatherproof materials and shall be maintained and kept in good condition and repair by the owner and/or occupant of the property on which it is located.

4. Private Free Library structures shall not be located in a public right-of-way.

5. Private Free Library structures shall be located only in the front yard or corner side yard of the property on which it is located.

6. Private Free Library structures shall not be placed in a sight triangle and shall not obstruct the vision of pedestrians, motorists, or bicyclists.

7. Where a sidewalk is present, Private Free Library structures shall be set back at least one (1) foot from the sidewalk. No overhang is permitted within the one-foot setback.

8. Drainage and snow removal shall not be impeded by the Private Free Library structures.

9. Private Free Library structures shall not be placed in an easement.

10. Private Free Library structures shall not have electrical hookups.

11. Private Free Library structures may have solar or battery power to provide lighting for the structures.

T. Private Greenhouses.

1. Private greenhouses are permitted only in the rear yard. Private greenhouses shall be located a minimum of five (5) feet from any rear lot line and three (3) feet from a side lot line.

2. The maximum height of any private greenhouse shall be fifteen (15) feet.

3. No private greenhouse shall exceed one-hundred forty-four (144) square feet.

U. Propane Storage Cabinets. Propane storage cabinets are permitted for retail uses and may be located on the exterior of a structure in accordance with the section.

1. Propane storage cabinets must be placed against the exterior of the principal building and cannot encroach into any public right-of-way or into any required yard or parking.

2. Propane storage cabinets must be placed so that customers accessing these units do not block the public right-of-way.

3. Propane storage cabinets must not exceed eight (8) feet in height, four (4) feet in width and five (5) feet in length.

4. The only sign permitted is the word “PROPANE.” The size of the sign is limited to one (1) square foot in area.

5. The color of these cabinets must be unobtrusive. Propane storage cabinets placed against the exterior of the building may be steel gray or neutral tones only.

6. The area surrounding the propane storage cabinets must be kept free of any junk, debris, or other material.

V. Salt Dome (Road Salt Storage). Salt domes, whether permanent or temporary, are permitted for non-residential and multi-family uses with surface parking lots and are subject to the following:

1. Salt domes must be located ten (10) feet from any rear or interior side lot line and twenty (20) feet from any front or corner side lot line. No required parking space may be used for a salt dome.

2. Salt domes must be located at least fifty (50) feet from a residential lot, measured from the residential lot line to the closest point of the salt dome.

3. Road salt must be stored on an impermeable surface.

4. Road salt must be securely covered year-round. A waterproof tarp is permitted if it is sufficiently secured to withstand damage from wind. Securing the tarp with excess salt is prohibited.

5. The area surrounding the salt dome must be kept clear of salt residue.

6. All salt domes must be kept in good repair to prevent direct contact of the salt with precipitation or run-off from rain or ice and snow melt.

7. Salt domes must solely serve the property on which they are located, except for municipal salt storage or those salt domes located on properties where licensed landscapers and property maintenance service providers legally operate a business office with approved outside storage facilities.

W. Satellite Dish Antennas.

1. General Requirements.

   a. Satellite dish antennas shall be permanently installed on a building, in the ground or on a foundation, and shall not be mounted on a portable or movable structure.

   b. Subject to operational requirements, the dish color shall be of a neutral color, such as white or grey, and shall blend with the surroundings as best as possible. No additional signs or advertising shall be permitted on satellite dish itself, aside from the logos of the satellite dish service provider and/or dish manufacturer.

   c. Cables and lines serving ground-mounted satellite dish antennas shall be located underground.

   d. Compliance with all federal, state, and local regulations shall be required in the construction, installation, and operation of satellite dish antennas.

   e. All exposed surfaces of the antenna shall be kept clean, and all supports shall be painted to maintain a well-kept appearance. Antennas no longer in use must be removed.

2. Small Satellite Dish Antennas (One Meter or Less in Diameter)

   Small satellite dish antennas, which are one (1) meter or less in diameter, shall be subject to the general requirements of Paragraph 1 above. Every effort shall be made to install small satellite dish antennas in locations that are not readily visible from neighboring properties or from the public right-of-way.

3. Large Satellite Dish Antennas (One Meter or More in Diameter).

   a. Residential Districts

      i. Large satellite dish antennas are permitted only in the rear yard and shall be set back a distance from all lot lines that is at least equal to the height of the dish, but in no case less than five (5) feet from any lot line.

      ii. The overall height of a large satellite dish antenna shall not exceed twelve (12) feet.

      iii. A large satellite dish antenna shall be located and screened so that it cannot be readily seen from public streets or adjacent properties. Screening shall include fences, plant materials and/or earth berms located to conceal the sides and rear of the antenna and its support structure. Plants shall be, at minimum, five (5) feet tall at the time of installation.

   b. Non-Residential Districts

      i. A large satellite dish antenna are permitted only in the rear or interior side yard and shall be set back a distance from all lot lines that is at least equal to the height of the dish, but in no case less than five (5) feet from any lot line.

      ii. Roof-mounting shall be permitted only if the satellite dish antenna is in scale with the overall building mass and location and shall be screened by an architectural feature. The visible portion of the dish shall not comprise more than twenty-five percent (25%) of the corresponding height or width of the screen.

iii. Ground-mounted satellite dish antenna shall provide screening, which includes fencing, berming, or landscaping to accomplish the following:

(a) All ground-mounted accessory equipment and the lower part of the support structure shall be completely screened.

(b) Where feasible, trees shall be installed to the side and rear of the antenna and at a height/elevation equal to the tallest portion of the dish.

X. Sheds.

1. Sheds are permitted in the rear yard and the side yard. Sheds shall be located a minimum of five (5) feet from any rear lot line and three (3) feet from a side lot line.

2. The maximum height of any shed shall be fifteen (15) feet.

3. No shed shall exceed one-hundred forty-four (144) square feet in a residential district

4. Sheds in nonresidential districts are subject to the impervious surface coverage in the districts in which they are located.

5. Sheds in nonresidential districts may not exceed more than 30% of the zoning lot area,

6. Sheds are subject to the following permitted materials:

a. Wood or simulated wood (excluding plywood).

b. Resin, plastic, vinyl, or high-density polyethylene.

c. Metal (prefabricated shed kits only).

d. Brick or stone.

e. The Zoning Administrator may approve additional shed materials that are professionally manufactured but not listed here.

7. It is the property owner's obligation to promptly remove the shed, or such portion of the shed as may be necessary upon notice from the Village or public utility company in order for the Village or public utility company to install, repair, remove, replace, maintain, or do other work on such pipes, conduits, wires or other apparatus within the utility or drainage easement. If the property owner fails to do so in a timely manner or if there is an emergency as determined by the Village or public utility company, the Village or public utility company may remove the shed, or such portion of the shed as may be necessary to do work within the utility or drainage easement and may invoice the owner for the cost of removal of said shed in the easement.

8. The Village or public utility company and their contractors, employees and agents shall have no liability for the removal or damage to such shed in the course of performing any work on such pipes, conduits, wires or other apparatus within the utility or drainage easement and the property owner shall be responsible, at his/her cost, for the repair or reinstallation of any portion of the shed damaged or removed.

9. This section shall be referenced in all shed permits regarding sheds to be installed or constructed within a utility or drainage easement, and the permit shall state that it is conditioned on the property owner and his contractor fully complying with this section. The obligations and responsibilities of the property owner under this section shall apply to the

property owner applying for and receiving the shed permit and all subsequent owners of the property.

Y. Solar Energy Systems.

1. Solar energy systems as an accessory structure are allowed by right in all zoning districts subject to the following development and design standards which are intended to promote the safe and efficient construction, installation, and operation of solar energy systems while protecting the character and appearance of surrounding neighborhoods or area in which they are located through compatible design. This ordinance also seeks to protect the health and well-being of those residing or working in close proximity to solar energy systems.

   a. A solar energy system may be building-mounted or ground-mounted.

   b. Solar collectors must be placed so that concentrated solar radiation or glare is not directed onto nearby properties or roadways.

   c. All power transmission lines from a ground-mounted solar energy system to any structure must be located underground.

   d. Streamers, pennants, spinners, reflectors, ribbons, tinsel, or similar materials are prohibited. Unobtrusive manufacturer labels and equipment information, warning signs or ownership information is allowed on any equipment of the solar energy system.

   e. A solar energy system connected to the utility grid shall provide written authorization from the local utility company acknowledging and approving such connection.

   f. Solar storage mechanisms may not be located in a required corner side or front yard. If a solar storage mechanism is mounted to a building façade, to the extent possible such equipment shall be screened or sheathed to conceal the equipment from view from any public right of way. Sheathing may include fencing, cabinets or covers matching the color and/or materials of the façade, and landscaping.

   g. Solar energy systems which have ceased to generate energy for a period of twelve (12) consecutive months shall be removed from the property within 180 days from the date of decommission or notice by the Village of Mundelein to ensure they are properly removed after their useful life. Removal of a decommissioned system shall be the responsibility of the property owner. The Village may request an inspection or documentation to demonstrate the functionality of a solar energy system. If an inspection is denied or documentation demonstrating the functionality of the system is not provided within thirty days of the Village's request, the Village may determine the solar energy system to be obsolete and may require its removal within 180 days.

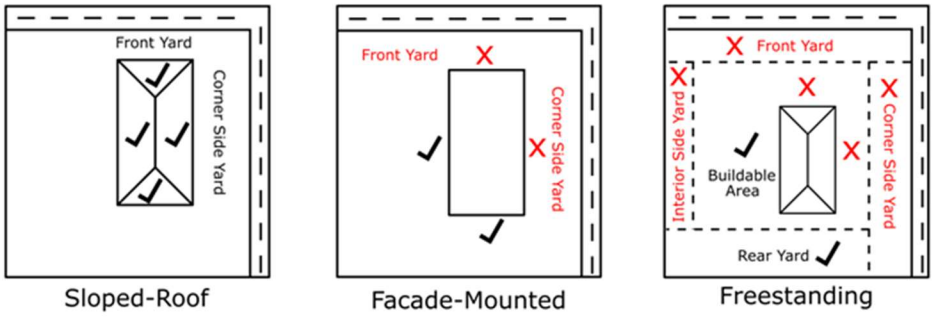
   h. Installed Solar Energy Systems shall be listed (e.g., Underwriters Laboratories).

   i. Solar Collectors shall be neutral in color. Roof-mounted and façade-mounted collectors shall generally match the color of the surface upon which they are installed or complement existing architectural elements.

   j. Solar Energy Systems installed for the primary purpose of providing energy to remote public infrastructure (e.g., traffic control devises, streetlamps, stormwater infrastructure) for municipal or public service are exempt from the standards of this section.

   k. Solar Collectors are permitted as shown in Figure 20.52-5: Permitted Solar Collector Location.

FIGURE 20.52-5: PERMITTED SOLAR COLLECTOR LOCATIONS



2. Building-Mounted Systems

   a. A building mounted system may be mounted on a principal building or accessory structure.

   b. When mounted on a roof:

      i. For sloped roof forms, including accessory structure roofs, mounting is permitted on all sides of a roof. Roof mounted solar energy systems on structures with a sloped roof are exempt from the accessory structure and zoning district height standards; however, they shall be flush-mounted and may not project more than one foot above the roof, as measured perpendicularly from the surface upon which they are installed.

      ii. For flat roof forms, including accessory structure roofs, roof-mounted solar energy systems are exempt from the accessory structure and zoning district height standards; however, they may not project more than six feet above the roof as measured perpendicularly from the surface upon which they are installed.

   c. When mounted on a façade:

      i. Mounting is permitted on all building facades.

      ii. If the front and corner facade is the location that optimizes solar access, special use approval is required. Such equipment shall be located, screened, or sheathed to conceal the equipment from view from any public right of way or shall be incorporated into building architecture.

      iii. Solar energy systems may project up to four (4) feet from a facade.

         (a) Façade-mounted solar energy systems may project into a required yard but must be a minimum of five (5) feet from any property line.

3. Freestanding Systems.

   a. A freestanding system is permitted only in the rear yard or within the buildable area of a lot and must be setback a minimum of five (5) feet from any lot line. Freestanding systems may not be located between a principal building and a property line abutting a public street.

i. If the front or corner side yard is the location that optimizes solar access, special use approval is required for any freestanding solar energy system.

b. A freestanding solar energy system shall not exceed the maximum building height for accessory buildings.

c. Single-family residential lots twenty thousand square feet or less in size are limited to a total of one hundred square feet in area of panels. Single-family residential lots over twenty thousand square feet up to forty-thousand square feet in area are limited to a total of two hundred square feet in area of panels. There is no limitation for lots of forty-thousand square feet or more in area.

Z. Swimming Pools and Hot Tubs.

1. All swimming pools and hot tubs shall comply with the requirements of the Village Code. Swimming pools are only permitted in rear yards.

AA. Wind Energy Systems.

1. Wind energy systems are subject to the following height restrictions:

a. The maximum height of any ground-mounted wind turbine is sixty-five (65) feet or twenty (20) feet above the tree line, whichever is greater.

b. The maximum height of any roof-mounted wind turbine mounted upon a detached accessory structure is fifteen (15) feet above the maximum permitted height for such structure. The maximum height of any roof-mounted wind turbine mounted upon a principal structure is ten (10) feet above the maximum permitted height for such structure.

c. For purposes of this particular zoning item, maximum height is the total height of the turbine system including the tower, and the maximum vertical height of the turbines blades. Maximum height therefore is calculated measuring the length of a prop at maximum vertical rotation to the base of the tower. The maximum height of any ground-mounted wind energy system is measured from the length of a prop at maximum vertical rotation to grade.

d. No portion of the turbine blades may be within fifteen (15) feet of the ground.

2. Ground-mounted wind energy systems may be located in the rear yard only. No part of the wind energy system structure, including guy wire anchors and blades, may extend closer than ten (10) feet to the property boundaries of the installation site. The tower must be setback from all lot lines equal to the height of the system.
3. All wind energy systems must be equipped with manual (electronic or mechanical) and automatic over speed controls to limit the blade rotation speed to within the design limits of the residential wind energy system. All wind turbines shall be equipped with automatic and manual braking systems. The owner shall immediately cease operations as reasonably requested.

4. The turbine's shadow flicker shall not fall on any window of an existing residential dwelling or within the buildable areas, as defined by current yard requirements of a residentially zoned lot.

5. As measured at its widest point, the width of a building-mounted turbine shall not exceed twenty percent (20%) of the width of the building's front elevation for residential buildings and fifty percent (50%) of the width of the building's front elevation for non-residential

buildings.

6. The turbines surface finish shall be flat or matte, so as to reduce incidence of sun glint. However, de-icing materials that can give a high gloss appearance may be applied to the surface of the blades during winter weather conditions.

7. Turbines shall not violate Federal Communication Commission (FCC) or other state or local laws by causing electromagnetic interference with communications systems. The determination of degradation of performance and of quality and proper design shall be made in accordance with good engineering practices as defined in the latest principles and standards of the American Institute of Electrical Engineers, the Institute of Radio Engineers and Electrical Industries Association.

8. Wind energy systems may not exceed sixty (60) dBA, as measured at the closest neighboring inhabited dwelling. The level, however, may be exceeded during short-term events such as utility outages and/or severe windstorms.

9. Wind turbines must be approved by a small wind certification program recognized by the American Wind Energy Association (AWEA) or the U.S. Department of Energy. Non-certified residential wind turbines must submit a description of the safety features of the turbine prepared by a registered mechanical engineer.

10. Turbines shall not be artificially lighted unless required by the Federal Aviation Administration (FAA) or other appropriate authority. Any required lighting shall be shielded so that no glare extends beyond the property line.

11. Wind energy systems must comply with applicable FAA regulations, including any necessary approvals for installations close to airports.

12. Turbines shall have no advertising material, writing, picture or sign other than warning, turbine tower identification, or manufacturer or ownership information. This prohibition includes the attachment of any flag, streamers, ribbons, spinners, or waving, fluttering or revolving devices.

13. Building permit applications for wind energy systems must be accompanied by a line drawing of the electrical components in sufficient detail to allow for a determination that the manner of the installation conforms to all electrical codes.

14. No wind energy system may be installed until evidence has been given that the utility company has been informed of the customer's intent to install an interconnected customer-owned generator. Off-grid systems are exempt from this requirement.

15. Should a turbine become inoperable, or should any part of the turbine become damaged, or should the turbine violate a permit condition, the owner shall cease operations immediately and remedy the condition promptly.

20.52.060 – Permitted encroachments.

An encroachment is the extension or placement of any structure or building, or component of such, into a required yard. Unless otherwise specified, accessory structures may not encroach further than three (3) feet from a side lot line or five (5) feet from a rear lot line. Additional restrictions on permitted encroachments, including additional yard requirements and bulk regulations, can be found in Section 20.52.050 (Accessory Structures and Uses) above and are referenced within the following table. Permitted encroachments are found in Table 20.52-1: Permitted Encroachments.

TABLE 20.52-1: PERMITTED ENCROACHMENTS Y= Permitted // N= Prohibited				
ENCROACHMENT	**REQUIRED YARD**			
	FRONT YARD, CORNER SIDE YARD	**INTERIOR SIDE YARD[1]**	**REAR YARD**	**REVERSE CORNER SIDE YARD**
Accessibility Ramp	Y	Y	Y	Y
Air Conditioner Window Unit - No more than 18" into any required yard	Y	Y	Y	Y
Amateur (HAM) Radio Equipment - Subject to Section 20.52.050(C)	N	N	Y	N
Arbor or Trellis	Y	Y	Y	Y
Awning & Canopy (Non-Sign, Residential Use) - No more than 3' into required yard	Y	Y	Y	Y
Balcony - No more than 4' into a required yard	N	N, except in Multi-Family	Y	N
Bay Window - No more than 3' into required yard	N	N	Y	Y
Carport - Subject to Section 20.52.050(E) - Prohibited between the front façade and front property line	N	Y	Y	N
Chimney - No more than 2' into a required yard	N	Y	Y	N
Compost Bin - Shall be located in rear yard only	N	N	Y, but 5' from any lot line	N
Deck - Subject to Section 20.52.050(F)	N	N	Y	N
Donation Box - Subject to Section 20.52.050(G)	N	Y	Y	N
Driveway - May go up to property line	Y	Y	Y	Y
Eaves (Principal Structure) - No more than 18" into a required yard, subject to the required setbacks under Section 20.52.050(A)	Y	Y	Y	Y
Electrical Generator - Subject to Section 20.52.050(H)	N	Y	Y	N
Electric Vehicle Charging Station - Subject to Section 20.52.050(I)	Y	Y	Y	Y
Exterior Stairwells - No more than 4' into a required yard - In the R-1, R-2, R-3 and R-4 Districts, exterior stairwells shall be located in the rear yard only	N	N	Y	N
Fence - Subject to Section 20.52.050(J) - May go up to property line	Y	Y	Y	Y
Fire Escape	Y	Y	Y	Y
Flagpole - No more than 3 per zoning lot - Not to exceed 35' in height	Y	N	Y	Y

TABLE 20.52-1: PERMITTED ENCROACHMENTS Y= Permitted // N= Prohibited				
ENCROACHMENT	**REQUIRED YARD**			
	FRONT YARD, CORNER SIDE YARD	**INTERIOR SIDE YARD[1]**	**REAR YARD**	**REVERSE CORNER SIDE YARD**
Garage, Detached (residential) - Subject to Section 20.52.050(K)	N	Y	Y	N
Gazebo - Subject to Section 20.52.050(L) - Prohibited between the front façade and front property line	N	N	Y	N
Hedges	Y, but to a maximum height of 3’	Y	Y	Y, but to a maximum height of 3’
Mechanical Equipment, Ground-Mounted (Central air conditioning, heating, ventilating, compressors, etc.) - Subject to Section 20.52.050(N) - Prohibited between the front façade and front property line	N	Y	Y	N
Ornamental Lighting, Lamp Posts, & Lawn Decorations (Benches, statues, birdbaths, sculptures, etc.) - Subject to view obstruction and exterior lighting regulations	Y	Y	Y	Y
Outdoor Fireplaces - Located in the rear yard only	N	N	Y, but 10’ from any lot line	N
Patio or Terrace - Subject to Section 20.52.050(Q)	N – Residential Y – Non-Residential	N	Y	N
Pergola - Limited to a maximum size of two hundred (200) square feet. detached, and - Limited to a maximum size of two hundred fifty (250) square feet, attached.	Y, but only up to 6’ into required yard - Residential Y – Non-Residential	N	Y	N
Pier - Must be accessory to principal use	N	N	Y	N
Porch, Unenclosed - Subject to Section 20.52.050(R)	Y	N	Y	N
Porch, Enclosed - Subject to Section 20.52.050(R)	N	N	N	N
Private Free Libraries - Subject to Section 20.52.050(S)	Y	N	N	Y
Private Greenhouses - Subject to Section 20.52.050(T) - Prohibited between the front façade and front property line	N	N	Y	N

TABLE 20.52-1: PERMITTED ENCROACHMENTS Y= Permitted // N= Prohibited				
ENCROACHMENT	**REQUIRED YARD**			
	FRONT YARD, CORNER SIDE YARD	**INTERIOR SIDE YARD[1]**	**REAR YARD**	**REVERSE CORNER SIDE YARD**
Recreational Equipment - Does not include equipment located on park/playground, school, or day care center site - Located 5' from any lot line - Basketball standards & backboards shall be permitted in all setbacks and yards. All other recreational equipment is prohibited between the front façade and front property line.	N	Y	Y	Y
Recycling & Refuse Containers - Not located in required parking area & does not interfere with site circulation - Must be maintained at all times (free of litter & debris, lid remains closed) - Located on paved surface - Prohibited between the front façade and front property line	N	Y	Y	N
Salt Dome - Subject to Section 20.52.050(V) - Non-residential uses only	N	Y	Y	N
Satellite Dish Antenna (1 meter or less in diameter) - Subject to Section 20.52.050(W)	Y	Y	Y	Y
Satellite Dish Antenna (More than 1 meter in diameter) - Subject to Section 20.52.050(W)	N	Residential - N Non-Residential - Y	Y	N
Sidewalk & Private Walkway - May go up to property line - Max width of 6 feet except where an apron is required to connect to another structure.	Y	Y	Y	Y
Sills, belt course, cornices & ornamental features of the principal structure - No more than 18" into a required yard	Y	Y	Y	Y
Sheds - Subject to Section 20.52.050(X) - Prohibited between the front façade and front property line	N	Y	Y	N
Steps - Maximum of 4' above grade	Y	Y	Y	Y
Stoops - May be roofed; eaves allowed to extend 1' over stoop area	Y, provided they extend no more than 5' into the required yard	Y, provided they extend no more than 3' into the required yard	Y, provided they extend no more than 10' into the required yard	Y
Solar Collectors – Building-Mounted - Subject to Section 20.52.050(Y)	N	Y	Y	N
Solar Collector - Freestanding - Subject to Section 20.52.050(Y)	N	N	Y	N

TABLE 20.52-1: PERMITTED ENCROACHMENTS Y= Permitted // N= Prohibited				
ENCROACHMENT	REQUIRED YARD			
	FRONT YARD, CORNER SIDE YARD	INTERIOR SIDE YARD[1]	REAR YARD	REVERSE CORNER SIDE YARD
Swimming Pool and Hot Tub - Subject to Section 20.52.050(Z) - Prohibited between the front façade and front property line	N	N	Y	N
Tennis Court - Shall be located in the rear yard only	N	N	Y	N
Wind Energy Systems - Subject to Section 20.52.050(AA) - Located in the rear yard only	N	N	Y	N

[1] Applies only between the required front yard setback and the rear wall of the principal structure

20.52.070 – Temporary uses and structures.

A. Temporary Use Permit Application.

1. Any person, firm or corporation desiring to obtain a temporary use permit, as required by this section, shall file a written application with the Zoning Administrator on a form provided by the Village.

2. The Zoning Administrator shall grant temporary use permits for those uses listed below so long as he/she determines that the proposed use, complies with the requirements of this section and this Ordinance. Unless expressly provided in this section, every temporary use or structure shall comply with the bulk requirements applicable in the district in which it is located.

3. Temporary uses not specifically listed here shall require the specific approval of the Village Board. Unless otherwise limited, temporary uses may be allowed in any zoning district, provided that it is consistent with the purpose and intent of this Ordinance and the zoning district in which it is located.

4. Every temporary use shall comply with this Ordinance and all local regulations. The Zoning Administrator or Village Board may impose other conditions, as part of the temporary use permit approval, as necessary to achieve the purposes of this Ordinance, and to protect the public health, safety, comfort, convenience, and general welfare. No temporary use shall be permitted in any district if it would have a significant negative impact on any adjacent property or on the area as a whole.

B. General Provisions. Every temporary use shall comply with all the requirements listed below.

1. No temporary use shall be permitted that causes, or threatens to cause, an on-site or off-site threat to the public health, safety, comfort, convenience, and general welfare.

2. Every temporary use shall be operated in accordance with such restrictions and conditions as the Fire Department may require. If required by the Village, the operator of the temporary use shall employ appropriate security personnel.

3. No temporary use shall be permitted if the additional vehicular traffic reasonably expected to be generated by such use would have undue detrimental effects on surrounding streets and uses. No temporary use shall block handicapped or fire lanes.

4. No temporary use shall be authorized that would unreasonably reduce the amount of parking spaces available for use in connection with permanent uses located on the lot in question. The Zoning Administrator may make an assessment of the total number of parking spaces that will be reasonably required in connection with a proposed temporary use, on the basis of the particular use, its intensity and the availability of other parking facilities in the area. The Zoning Administrator shall approve the temporary use only if such parking spaces are provided.

5. No temporary use shall be permitted if it conflicts with another previously authorized temporary use.

6. This section regulates temporary uses that occur entirely on and within the zoning lot. Temporary uses located on the public right-of-way are regulated separately by the Village Code.

C. Permitted Temporary Uses.

1. Carnival/Circus

Carnivals/circuses shall be evaluated on the basis of the adequacy of the parcel size, parking provisions, traffic access, and the absence of undue adverse impact, including noise, on other properties. These uses need not comply with the yard requirements and the maximum height requirements of this Ordinance. The concessionaire responsible for the operation of any such use shall:

a. Submit, in advance of the event, a site layout displaying adequate ingress and egress routes for emergency vehicles with no dead-end aisles.

b. Comply with all local regulations.

c. Provide refuse containers in the number and locations required by the Village. All containers shall be properly serviced.

d. Provide for thorough clean-up of the site at the completion of the event.

e. Provide proof that all amusement devices have been State inspected.

f. Provide a list of all employees who will be working at the carnival/circus for the duration of the event.

g. Upon written notice from the Village, immediately stop the use of any amusement device or structure found by the Village to pose a threat to the public safety.

2. Christmas Tree Sales Lot and Pumpkin Sales Patch. Christmas tree sales and pumpkin sales patches shall be evaluated based on the adequacy of the parcel size, parking provisions, traffic access, and the absence of undue adverse impact on other properties. These uses shall be limited to a period not to exceed forty-five (45) days.

3. Farmers Markets. All outdoor farmers' markets require an Event Permit and must submit market rules of operation. The farmers' market operator must submit dates for the event, a list of potential vendors, site layout, and signature providing permission to use property by any affected property owners.

4. House, Apartment, Garage and Yard Sales. House, apartment, garage, and yard sales are allowed in any district, but only when limited to personal possessions of, or arts and crafts

made by, the owner or occupant of the dwelling unit where the sale is being conducted. These uses shall be limited to a period not to exceed three (3) consecutive days and no more than three (3) sales shall be conducted from the same residence in any twelve (12) month period. House, apartment, garage, and yard sales are exempt from temporary use permits.

5. Arts and Crafts Shows, and Plant Shows (Indoor or Outdoor). Arts and crafts show, and plant shows shall be evaluated based on the adequacy of the parcel size, parking provisions, traffic access, and adverse impact on other properties. In residential districts, these uses shall be limited to a period not to exceed three (3) days and no more than three (3) sales shall be permitted in any twelve (12) month period.

6. Sidewalk Sales. Sidewalk sales are permitted in the commercial districts only. They shall be in conjunction with, and clearly incidental to, an existing permanent on-site use. Sidewalk sales are permitted to display and sell only merchandise that is found in stores participating in the sidewalk sale. No sidewalk sale shall be permitted for a period of more than five (5) successive days and no more than two (2) sales shall be permitted in any twelve (12) month period.

7. Temporary Outdoor Entertainment Events.

    a. Temporary outdoor entertainment events will be evaluated on the basis of the adequacy of the parcel size, parking provisions, traffic access, and the absence of undue adverse impact, including noise, on other properties.

    b. The event must take place entirely on private property. However, these uses do not need to comply with the yard requirements of the district.

    c. Temporary outdoor entertainment events are limited to two (2) events per calendar year and a maximum duration of two (2) days per event. If any additional events are requested beyond the permitted two (2) per year, a special use permit is required. If any one event is requested of a duration longer than two (2) days, a special use permit is required.

8. Temporary Car Sales Lot. Temporary car sales lots are permitted in the commercial and manufacturing districts only. Temporary car sales lots shall be evaluated on the basis of the adequacy of the parcel size, parking provisions, traffic access, and the absence of undue adverse impact, including noise, on other properties. A site layout displaying adequate ingress and egress routes for all vehicles with no dead-end aisles shall be submitted in advance of the event. All exits and entrances must be clearly marked. The temporary use permit will state the timeframe that a temporary car sales lot may be operated. Once the temporary use permit expires the lot must be restored to its original condition.

9. Temporary Outdoor Recreation. Temporary outdoor recreation uses shall be evaluated on the basis of the proposed event, the adequacy of the parcel size, parking provisions, traffic access, and the absence of undue adverse impact, including noise, on other properties.

10. Temporary Contractor Trailers and Real Estate Model Units. Contractor trailers and real estate model units, including temporary real estate offices accessory to a new development, are allowed in any zoning district when accessory to a construction project or a new development. Contractor trailers shall be limited to a period not to exceed the duration of the active construction phase of such project. Real estate model units, including temporary real estate offices, shall be limited to the active selling and leasing of space in such development or six (6) months after issuance of the final occupancy permit, whichever

is less. These structures shall not contain any sleeping or cooking accommodations, except those located in a model unit used for demonstration purposes only. No trailer, unit or office shall be used as the general office or headquarters of any firm.

11. Tents.

    a. Commercial Districts. Tents within commercial districts shall be permitted for no longer than fourteen (14) days and must be in conjunction with a special event of a use located on the same lot. Tents must be removed within two (2) days of the end of the event for which it was erected, but in no case may a tent be in place for longer than fourteen (14) days. Unless waived in writing by the Zoning Administrator, every tent shall comply with the bulk requirements applicable to accessory structures. Additionally, the size and location of tents may be restricted where it is determined that it creates parking and/or access problems on the site.

    b. Residential Districts. Tents within residential districts shall be limited to no more than five (5) days and must be located within the rear yard. These structures shall include tents used for entertainment or assembly purposes that are not intended for living purposes, such as camping and sleeping. Tents within residential districts are exempt from temporary use permits.

12. Temporary Storage Containers

    a. Temporary storage containers are permitted in any zoning district when used for loading or unloading. Containers are permitted on site for a period not to exceed seventy-two (72) hours. A single container, no larger than sixteen (16) ft x eighteen (18) ft, for storage in relation to construction or remodeling may be on site for the lesser of:
        i. the duration of the project,
        ii. the duration of a valid building permit (if applicable) for the project, or
        iii. in the absence of a permit, six months, or as may be extended by the Zoning Administrator through a Temporary Structure Permit.

    b. Temporary storage containers shall not be used for permanent storage. They shall not serve as a substitute for permanent storage needs on the site on which they are located. Containers shall not be permanently attached to the ground, serviced with permanent utilities, or stacked on the site.
    c. Containers must be maintained wholly within the subject property.

20.52.080 – Environmental performance standards.

All uses shall comply with the performance standards established in this section unless any federal, state, county or local law, ordinance or regulation establishes a more restrictive standard, in which case, the more restrictive standard shall apply.

A. Noise. No activity or use shall be conducted in a manner that generates a level of sound as measured on another property greater than that allowed by federal, state, and local regulations, as amended from time to time. These limits shall not apply to construction noises, noises emanating from safety signals or warning devices, noises not directly under the control of the owner or occupant of the property, and transient noises from moving sources, such as motor vehicles, railroads, and aircraft.

B. Glare and Heat. Any activity or the operation of any use that produces glare or heat shall be conducted so that no glare or heat from the activity or operation shall be detectable at any point

off the lot on which the use is located. Flickering or intense sources of light shall be controlled or shielded so as not to cause a nuisance across lot lines.

C. Vibration. No earthborne vibration from the operation of any use shall be detectable at any point off the lot on which the use is located.

D. Dust and Air Pollution. Dust and other types of air pollution, borne by the wind from sources, such as storage areas, yards, roads, conveying equipment and the like, within lot boundaries, shall be kept to a minimum by appropriate landscaping, screening, sheltering, paving, fencing, wetting, collecting or other acceptable means.

E. Discharge and Disposal of Radioactive and Hazardous Waste. The discharge of fluid and the disposal of solid radioactive and hazardous waste materials shall comply with applicable federal, state, and local laws and regulations governing such materials or waste. No operation that produces radioactive or hazardous waste material shall commence without prior notice to the Village. Notice shall be given at least three (3) weeks before the operation is commenced. Radioactive and hazardous material waste shall be transported, stored, and used in conformance with all applicable federal, state, and local laws.

F. Electromagnetic Interference. Electromagnetic interference from any operation of any use in any district shall not adversely affect the operation of any equipment located off the lot on which such interference originates.

G. Odors. Any condition or operation which results in the creation of odors of such intensity and character as to be detrimental to the health and welfare of the public, or which interferes unreasonably with the comfort of the public, shall be removed, stopped, or modified so as to remove the odor.

H. Toxic Substances. The storage, handling, or transport of toxic substances shall comply with federal, state, and local regulations.

I. Fire and Explosion Hazards. Materials that present potential fire and explosion hazards shall be transported, stored, and used only in conformance with all applicable federal, state, and local regulations.

J. Stormwater Control and Watershed Development. Any development must also satisfy the performance standards of Chapter 16.30 of the Municipal Code, Stormwater Control and Watershed Development.

CHAPTER 20.56 - OFF-STREET PARKING & LOADING

20.56.010 – Purpose.
20.56.020 – General provisions.
20.56.030 – Computation.
20.56.040 – Construction of parking and loading facilities.
20.56.050 – Collective provisions.
20.56.060 – Land banked future parking.
20.56.070 – Location of off-street parking spaces.
20.56.080 – Design standards.
20.56.090 – Accessible parking.
20.56.100 – Stacking spaces for drive-through facilities.
20.56.110 – Commercial vehicles in residential districts.
20.56.120 – Recreational vehicles in residential districts.
20.56.130 – Required off-street parking spaces.
20.56.140 – Required bicycle parking.
20.56.150 – Required off-street loading spaces.
20.56.160 – Design of off-street loading spaces.

20.56.010 – Purpose.

The off-street parking and loading regulations of this Chapter are intended to provide accessible, attractive, secure, and well-maintained off-street parking and loading areas with the appropriate number of spaces in proportion to the needs of the proposed use, increase public safety by reducing congestion of public streets, and encourage the use of alternative modes of transportation where appropriate.

20.56.020 – General provisions.

The provisions of this Chapter shall apply as follows:

A. Applicability. The following off-street parking and loading standards apply to all properties outside of the C-5 District. Properties in the C-5 District are regulated by the standards of Chapter 20.36.

B. Existing Facilities.

1. The existing number of off-street parking and loading spaces shall not be reduced below the requirements of this Chapter. If the number of such existing spaces is already less than the requirements of this Chapter, it shall not be further reduced.

2. Existing off-street parking and loading areas which do not conform to the requirements of this Chapter but were in conformance with the requirements of this Ordinance at the time the parking or loading facilities were established, are permitted to continue as a legal nonconforming structure.

3. If a building permit for a building or structure was lawfully issued prior to the effective date of this Ordinance, and if construction has begun within one-hundred eighty (180) days of the issuance of a permit, the number of off-street parking and loading spaces shall be provided in the amount required for the issuance of said building permit, regardless of what may be required by this Chapter.

C. Damage or Destruction. When a building is reconstructed or repaired after being damaged or destroyed, off-street parking and loading facilities shall be restored or maintained in an amount equivalent to that at the time of such damage or destruction. However, it shall not be necessary to restore or maintain parking and loading facilities in excess of the applicable requirements of this Chapter.

D. Change in Land Use. When the existing use of a structure or land is changed to a new use, parking and loading spaces shall be provided as required for the new use. Additional parking or loading spaces shall be required in the amount by which the requirements for the new use exceed the requirements for the existing use.

E. Change in Intensity of Use

1. When the intensity of use of any structure or land is increased, additional parking and loading spaces shall be provided. The number of additional parking and loading spaces shall be based on the increase in the number of dwelling units, gross floor area, seating capacity, or other unit of measurement used to calculate the number of required number of parking or loading spaces.

2. When the intensity of use of any structure or land is decreased, the number of parking and loading spaces may be reduced so long as the parking requirements of this Chapter are met for the entire structure or land as modified.

F. Provision of Additional Spaces. Nothing in this Chapter shall be deemed to prevent the voluntary establishment of additional off-street parking or loading facilities, provided that all regulations governing the location, design and control of such facilities are in accordance with this Chapter.

G. Provision of Car-Share Facilities. Spaces within parking lots and parking structures may include designated parking spaces for car-share facilities. Spaces reserved for car-share facilities cannot exceed 5 parking spaces or 10% of the minimum parking requirements of this Ordinance, whichever is less.

20.56.030 - Computation

The total number of required parking and loading spaces shall be based upon the requirements for the principal use of the lot. However, when more than one (1) use occupies the same lot, the number of required spaces shall be the sum of the separate requirements for each use. All off-street parking facilities shall be completed before occupancy of the structure. In computing the number of off-street parking or loading spaces required by this Chapter, the following standards for computation shall apply:

A. Space allocated to any off-street loading space shall not be used to satisfy the requirement for any off-street parking space or access aisle, or portion thereof. Conversely, the area allocated to any off-street parking space shall not be used to satisfy the replacement for any off-street loading space or portion thereof.

B. A fraction of less than one-half (½) may be disregarded, and a fraction of one-half (½) or more shall be counted as one (1) parking space. When determining of the number of required off-street loading spaces results in a requirement of a fractional space, any fraction shall be interpreted as one (1) loading space.

C. In places of assembly in which patrons or spectators occupy benches, pews, or similar seating facilities, each twenty-four (24) inches of such seating facility shall be counted as one (1) seat for the purpose of determining the requirement for off-street parking facilities.

D. Except as otherwise specified, parking or loading spaces required on an employee basis shall be based on the maximum number of employees normally present on the premises at any one time. When the determination of the number of parking spaces is based on the number of employees, the owner and/or manager shall be counted as an employee(s).

20.56.040 – Construction of parking and loading facilities.

Off-street parking and loading facilities required by this Chapter shall be completed prior to the issuance of the certificate of occupancy for the use they serve.

20.56.050 – Collective provisions.

A. Off-street parking spaces for separate uses may be provided collectively if the aggregate number of spaces provided is not less than the sum of the spaces required for each use separately. No parking or loading space, or portion thereof, shall serve as the required space for more than one (1) use with the exception of the following alternate shared parking arrangement described in Paragraph B below.

B. An off-street parking facility may be alternately shared between two (2) or more uses, provided that use of such facility by each user does not occur at the same time. No alternate shared use of parking spaces shall be permitted unless:

1. Approval is obtained from the Zoning Administrator that confirms that the use of such facility by each user does not take place at the same hours during the same days of the week.

2. The users of the shared parking facility shall record an agreement to share parking facilities, subject to approval by the Village Attorney. A copy of the recorded agreement shall be given Village.

3. The location and design requirements of this Chapter are met.

4. Any subsequent change in ownership or use shall require proof that the minimum parking requirements, per this Chapter, have been met for each use. The owner of an existing building or use shall have one-hundred eighty (180) days within which to accommodate all required off-street parking or to apply for a variation. If the owner is unable to accommodate the parking or fails to apply for a variation, then the occupancy permit shall be revoked with respect to the use for which the separate parking was required. The occupancy permit shall be reinstated when all applicable provisions of this Chapter are complied with. As an alternative to a variation, a new alternate shared parking agreement may be arranged in accordance with this Chapter.

20.56.060 – Land banked future parking.

The Planning & Zoning Commission may permit land banking of up to twenty-five percent (25%) of the required parking spaces through the site plan review process.

A. Sufficient evidence shall be provided by the applicant that supports the reduced parking needs.

B. The area proposed for land banking of parking spaces shall be an area suitable for parking at a future time.

C. Landscaping of the land-banked area shall be in full compliance of the zoning regulations and, at a minimum, landscaped with turf. As a result of site plan review, additional landscaping of the land-banked area may be required.

D. The land banking area cannot be used for any other use. The land banked parking area cannot be used to fulfill other landscaping requirements of this Ordinance.

E. As part of the site plan review process, the applicant shall show the area to be banked on the site plan and marked as "Land-Banked Future Parking."

F. The Zoning Administrator, on the basis of increased parking demand for the use, shall require the conversion of all or part of the land-banked area to off-street parking spaces. Nothing shall prevent the applicant from converting the land banked area to parking prior to Village notification.

20.56.070 – Location of off-street parking spaces.

A. Residential Uses.

1. All required parking spaces for residential uses shall be located on the same lot as the building or use served. In a mixed-use building, all parking for the residential portion shall be located on the same lot.

2. For single-family, two-family and townhouse dwellings, parking shall be permitted in private driveways, but no such parking may encroach onto the public right-of-way. However, such driveway parking shall not be considered as satisfying the off-street parking requirements for such single-family, two-family and townhouse dwellings. Parking located within a garage or carport shall be considered as satisfying the off-street parking requirements for such single-family, two-family and townhouse dwellings.

3. Tandem parking is permitted for townhouse or multi-family dwellings but both spaces must be allotted to the same dwelling unit and located on the same lot as the dwelling.

B. Non-Residential Uses.

1. All required off-street parking areas for non-residential uses shall be located on the same zoning lot as, or within six hundred (600) feet of, the building or use served. In a mixed-use building, only parking for the non-residential portion may be located off-site, subject to the six-hundred- (600) foot limitation. However, off-street parking accessory to a non-residential use shall not be located in any residential district.

2. A non-residential use may provide valet service to a parking facility with no distance restriction.

3. Off-street parking spaces are permitted within required yards, subject to the following:

a. The property shall be subject to the standards of Chapter 20.60 (Landscape and Screening), including but not limited to: Foundation Landscaping, Buffer Yards, On-Lot Landscaping, Interior Parking Lot Landscaping, and Parking Lot Perimeter Landscaping.
b. Within the C-1 and C-2 Districts, a maximum of one parking aisle (meaning a row of parking stalls on either side of a center drive aisle) or one drive aisle (being no more than 40 feet in width) is permitted between a public street and a parallel line extending from the closest part of the principal building.
c. see Chapter 20.36 for specific standards for C-5 District.

20.56.080 – Design standards.

All off-street parking facilities shall comply with the following standards:

A. Dimensions.

1. Off-street parking spaces within a parking lot or structure shall be designed in accordance with Figure 20.56-1: Off-Street Parking Dimensions (Standard).

2. All parking spaces within a parking lot or structure shall have a minimum vertical clearance of seven (7) feet.

B. Access.

1. Each off-street parking space within a parking lot or structure shall open directly upon an aisle or driveway of such width as will provide adequate means of vehicular access to such parking space. All parking lots or structures shall be provided with appropriate means of vehicular access in a manner that least interferes with traffic movement and must allow the driver of the vehicle to proceed forward into traffic rather than back out.

2. All required off-street parking spaces shall have vehicular access from a street, alley, driveway, or cross-access connection.

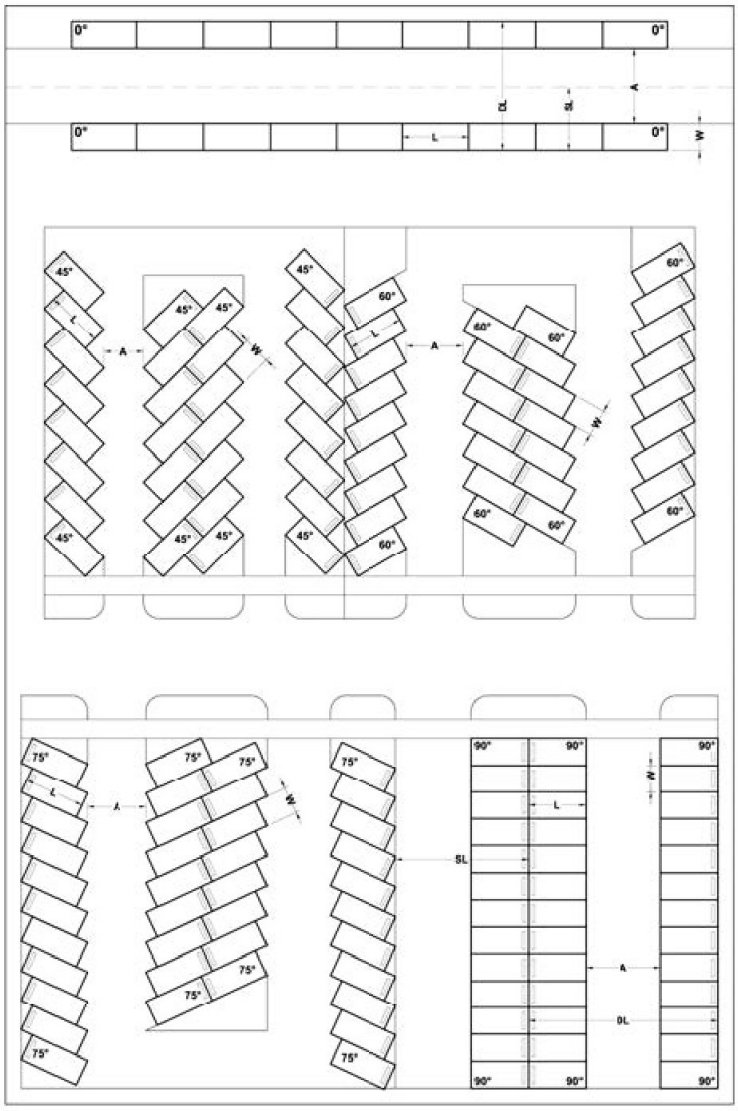
3. Within off-street parking lots or structures, all aisles shall be designed in accordance with Figure 20.56-1: Parking Space Dimensions.

FIGURE 20.56-1: PARKING SPACE DIMENSIONS

Parking Dimensions - All Districts (Except C-5 District)

Parking Angle	Stall Width (W)	Stall Length (L)	Aisle Width (A)
0°	9'	21'	12' / 24' [1]
45°	9'	18'	13'
60°	9'	18'	18'
90°	9'	18'	24' [1]

[1] Two-way traffic permitted.



4. Driveways.

   a. Residential Driveways, Excluding Multi-Family and Townhouse Dwellings.

      i. A residential driveway that provides access to a detached garage, attached garage, carport, or permitted parking pad shall be no more than twenty (20) feet in

width.

ii. A garage apron, the width of the garage or carport, and/or permitted parking pad is permitted to extend for a distance (depth) of thirty-five (35) feet back from the garage doors, carport entrance and/or parking pad before tapering back to the required driveway width to allow access to the additional spaces. (See Figure 20.56-2: Residential Driveway Width). All driveways must adhere to the requirements in Paragraph i above.

iii. Single-family, two-family, and townhouse dwellings are permitted a paved parking pad, which may be paved with a permeable surface. Parking pads are prohibited in the required front and corner side yard.. Parking pads must be located a minimum of one (1) foot from any lot line. All driveways must comply with the requirements of Paragraph i and ii above. The maximum impervious surface requirement for the lot may not be exceeded to accommodate a parking pad.

iv. The width of the bottom of the driveway must align with the width of the top of the approach at the public sidewalk, unless an alternative is approved by the Village Engineer.

v. Driveway ribbons are allowed on either side of the driveway, with a maximum width of two feet. These ribbons are not included in the overall driveway width calculation but are considered in the total impervious surface area for the property. The ribbons must be made of a distinct material and designed to be decorative in nature.

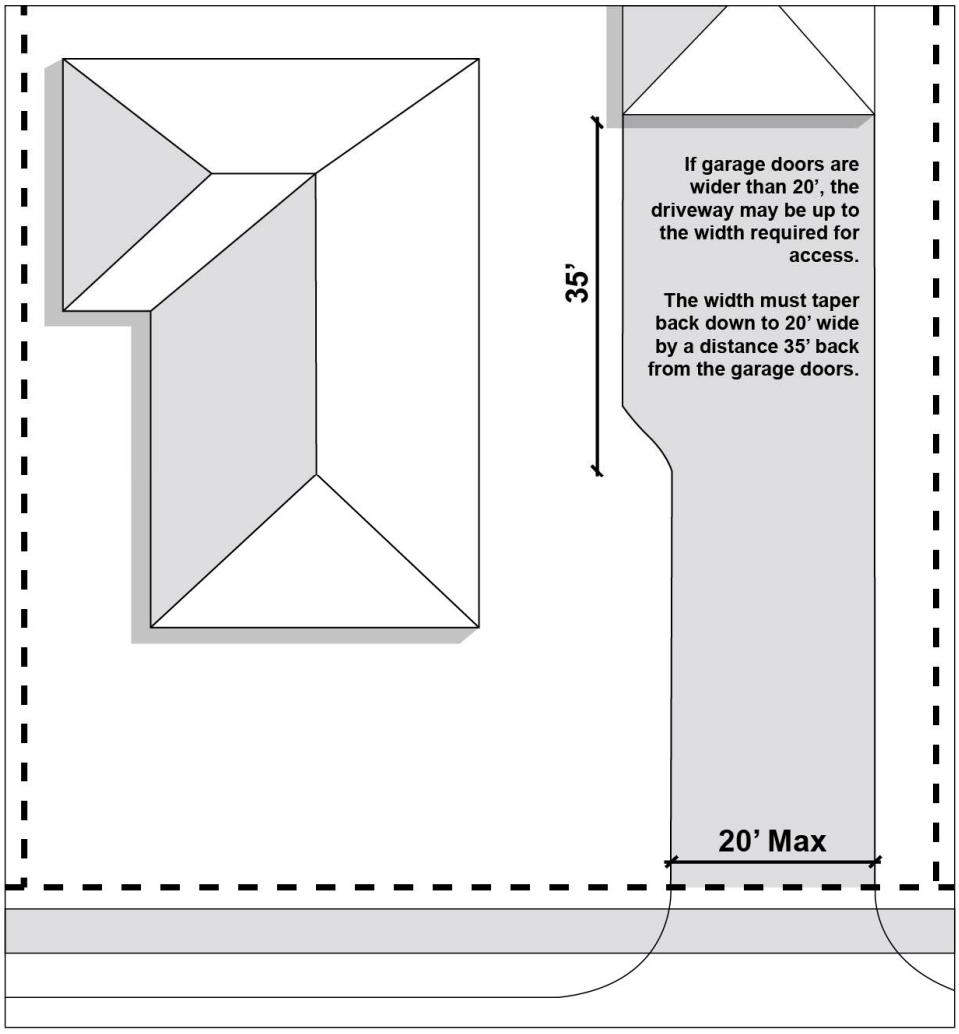
vi. Residential driveways for single-family and two-family dwellings shall have no more than one (1) curb cut per zoning lot. "U"-shaped driveways and any driveway configuration requiring two (2) or more curb cuts are prohibited.

vi. A residential driveway may be shared between lots and located on the lot line. This location is allowed only if agreed to by the owners of each lot, and such approval is recorded as a shared driveway easement on each plat of survey.

vii. Single-Family and two-family residential dwelling are permitted only one driveway per zoning lot.

FIGURE 20.56-2: RESIDENTIAL DRIVEWAY WIDTH

DRIVEWAY WIDTH FOR GARAGES, CARPORTS, AND PERMITTED PARKING PADS



b. Multi-Family and Townhouse Dwellings, and Non-Residential Driveways.

i. Driveways shall be a minimum of twelve (12) feet for one-way drives, and a minimum of twenty-four (24) feet for two-way drives. No driveway shall have a width exceeding thirty (30) feet.

ii. Driveways, off-street parking areas and access aisles for multi-family residential and non-residential parking lots shall be designed in accordance with Figure 20.56-1.

iii. Townhouse dwellings are permitted only one driveway per dwelling unit.

C. Surfacing. All open off-street parking lots shall be improved with a hard surfaced, all-weather dustless material as approved by the Village Engineer. Permeable materials such as grass-crete and pervious pavers may also be used, subject to the approval of the Village Engineer.

D. Striping. Off-street parking lots of four (4) or more spaces shall delineate parking spaces with paint or other permanent materials, which shall be maintained in clearly visible condition.

Parking spaces for handicapped persons shall be identified with the appropriate sign and shall be visible at all times of the year, regardless of snow cover, plant growth or similar conditions.

E. Curbing and Bumper Stops. Bumper stops, wheel stops, or curbing shall be installed within parking lots along the perimeter of the lot or parcel to prevent motor vehicles or parts of vehicles from damaging or encroaching upon any adjacent parking or loading space, sidewalk, landscaped area or parking lot island, fence, wall, or building. Such wheel stops or curbing shall be constructed of concrete, masonry, asphalt or steel, a minimum height of eight (8) inches over ground level, and permanently affixed to the paved parking area.

F. Lighting. Parking lot lighting shall be in accordance with Section 20.52.030 (Exterior Lighting). Illumination of an off-street parking area shall be arranged to deflect light away from adjacent properties and streets.

G. Landscape and Screening. All parking lots shall be landscaped in accordance with Chapter 20.60 (Landscape and Screening).

H. Use of Parking and Loading Spaces. All required parking and loading spaces must be used for vehicle parking and loading, as applicable. No required space may be used for storage or vehicle repair.

20.56.090 – Accessible parking.

A. Required Spaces. With the exception of single-family, two-family and townhouse dwellings, in all off-street parking facilities where parking is provided for employees, visitors or both, parking spaces for disabled persons shall be provided. The number of accessible parking spaces shall be included in the total number of required parking spaces and shall be in accordance with the applicable requirements of the Illinois Accessibility Code, as amended from time to time, and all additional governing codes and applicable laws.

B. Dimensions and Design. Such spaces shall comply with the design standards presented in the State of Illinois Accessibility Code. Such spaces shall be identified by a sign and pavement markings indicating parking for the disabled only. Such spaces shall be the spaces closest to the entrance of the building or structure and shall be connected by a paved surface designed to provide safe and easy access.

20.56.100 – Stacking spaces for drive-through facilities.

A. Design.

Every drive-through facility shall provide a minimum of two (2) stacking spaces per bay, unless more than two (2) spaces are required by Table 20.56-1: Required Off-Street Parking. Stacking spaces provided for drive-through uses shall be:

1. A minimum of nine (9) feet in width, as measured from the outermost point of any service window to the edge of the driveway, and eighteen (18) feet in length. (See Figure 20.56-3: Measurement of Drive-Through and Figure 20.56-4: Stacking Spaces)

2. Placed in a single line behind the drive-through facility.

3. Located so that, when in use, they do not obstruct ingress or egress to the site and do not obstruct access to required parking or loading spaces.

4. Stacking spaces shall begin behind the vehicle parked at a last point of service, such as a window or car wash bay.

FIGURE 20.56-3: MEASUREMENT OF DRIVE-THROUGH

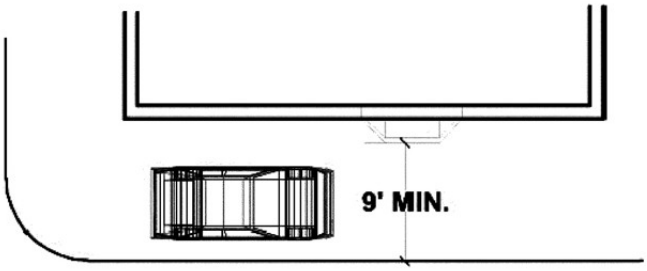
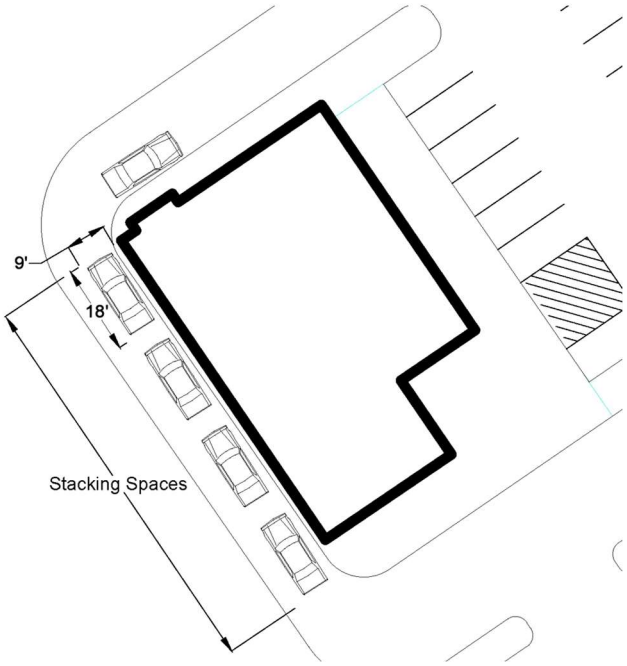


FIGURE 20.56-4: STACKING SPACES



20.56.110 – Commercial vehicles in residential districts.

The following restrictions shall apply to the parking or storage of commercial vehicles on property zoned for residential use.

A. No commercial vehicle as defined in the Illinois Vehicle Code, which has a Gross Vehicle Weight Rating (GVWR) of 8,001 pounds or more, or is required by the Illinois Secretary of State to be registered with a Class D license plate or larger, shall be parked on any public right-of-way or any private property in a residential district, except for vehicles engaged in loading or unloading, or vehicles used in connection with current work being done at or on the adjacent premises, or as otherwise specifically permitted under Subsection (C) of this Section.

B. No stored or parked commercial vehicle shall be occupied or used for human habitation.

C. Only one (1) commercial vehicle which has a Gross Vehicle Weight Rating (GVWR) of 8,000 pounds or less and is required by the Illinois Secretary of State to be registered with a Class D license plate or smaller, including a van or pick-up truck, or a livery vehicle or taxicab, is permitted to be stored or parked outdoors overnight on residentially zoned property. A permitted commercial vehicle is a vehicle owned and used for commercial purposes by the occupant of a dwelling on the same premises, provided that the vehicle is stored or parked in the permitted parking area. Such permitted commercial vehicle may include the logo of the commercial business painted on or applied to the vehicle.

20.56.120 – Recreational vehicles.

A. A recreational vehicle may not be parked or stored on a single-family lot in a residential district, unless each of the following conditions is met:

1. The recreational vehicle does not exceed thirty-two (32) feet in length and twelve (12) feet in height, excluding any mast or other comparable vertical device. Length is to be measured from the rearmost point of the vehicle to the frontmost point of the vehicle. If the

recreational vehicle is a watercraft, the measurement shall include the motor and propeller. If the recreational vehicle is mounted on a trailer, the measurement shall extend from the frontmost part of the vehicle or trailer, whichever is furthest, to the rearmost part of the vehicle or trailer, whichever is furthest. If the recreational vehicle (watercraft) has a mast and/or other comparable vertical devices exceeding twelve (12) feet in height, they must be removed during storage. However, homes on a lake shall not be required to remove the mast from the watercraft when stored on the lake shore.

2. The recreational vehicle and the area where it is parked or stored shall be maintained on a hard, dust-free surface, such as asphalt, brick pavers, or concrete, so as not to detract from the appearance of the surrounding area. The paved surfaces are not required to be connected, and each wheel may rest on its own individual surface. Any pavement must meet the setback requirements for a parking pad. Homes on a lake shall not be required to store a watercraft on all-weather, dustless stone or gravel, asphaltic or concrete pavement surface when stored in the required rear yard.

3. If the recreational vehicle is equipped with liquefied petroleum gas containers, such containers shall meet the standards of the State Fire Marshal, Interstate Commerce Commission or the Federal Department of Transportation or the American Society of Mechanical Engineers, as amended from time to time. Further, such liquefied petroleum gas container must be securely attached to the recreational vehicle. Valves must be kept closed when not in use, and in the event that leakage is detected from such liquefied petroleum gas containers, immediate corrective action must be taken.

4. At no time shall such parked or stored recreational vehicle be occupied or used for living, sleeping, or housekeeping purposes.

5. Only one (1) such recreational vehicle and one (1) trailer shall be parked or stored outside on the premises. In addition, a maximum of two (2) non-motorized watercraft not to exceed seventeen (17) feet in length may be stored in the rear yard.

6. Outdoor storage of recreational vehicles shall be subject to the following:

    a. Recreational vehicles shall not be parked or stored in a front yard. For purposes of this section, "front yard" means any area between the front façade of the principal structure and the front property line.

    b. Recreational vehicles may be parked or stored outdoors in a rear yard, an interior side yard, or a corner side yard located outside of the required corner side yard setback.

    c. Recreational vehicles located within the area bounded by the required corner side yard setback and a line parallel to the corner-facing façade of the principal structure extending to the rear lot line shall be screened from the adjacent right-of-way by a solid fence at least five (5) feet in height.

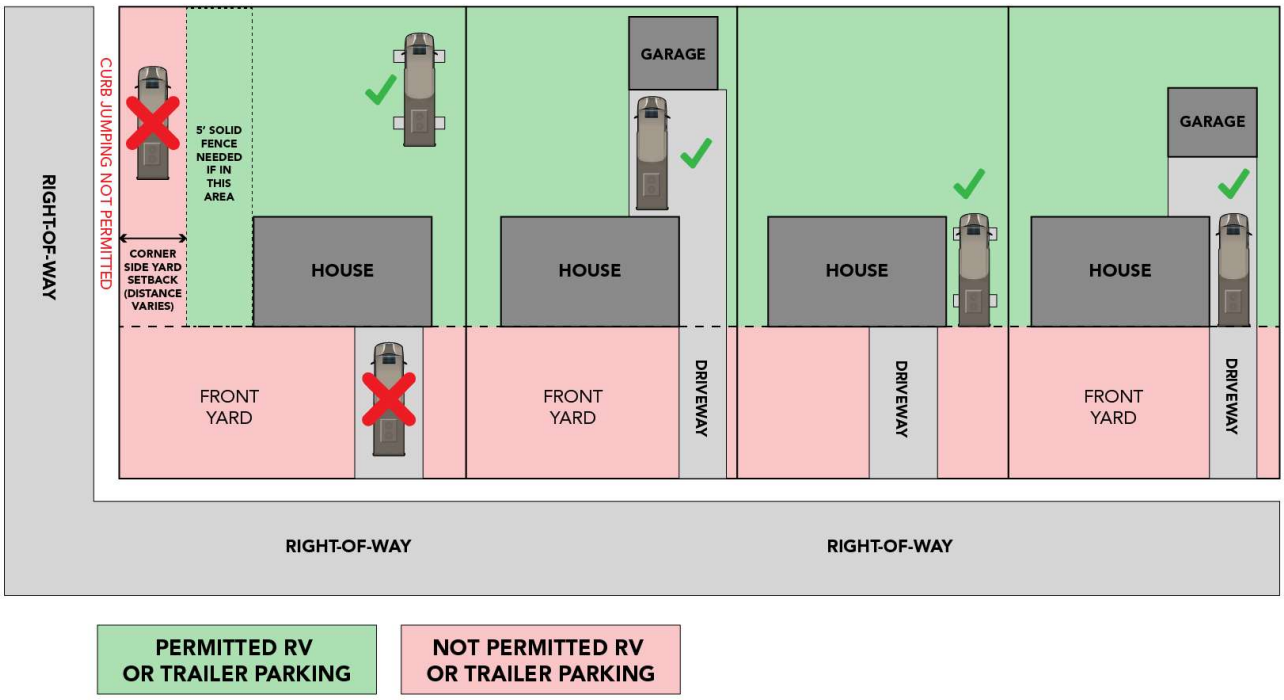
    d. Recreational vehicles may access the rear yard through any paved or unpaved yard area on the lot. Any unpaved surface used for access or parking, including but not limited to grassed areas, shall be restored and maintained in accordance with all applicable Village codes and property maintenance requirements. Access to the rear yard by crossing or jumping a curb is prohibited.

    e. Recreational vehicles shall not be used as accessory structures in any zoning district.

    f. No major repairs shall be performed on any recreational vehicle except within a garage or other structure. Minor repairs may be undertaken along with typical annual maintenance operations.

g. No vehicle used or maintained for use as an office or to conduct a trade, business or profession shall be parked or stored outside on the premises.

FIGURE 20.56-5: PERMITTED RV AND TRAILER PARKING LOCATIONS ON RESIDENTIAL LOTS



7. Temporary parking of recreational vehicles on a single-family lot in a residential district is permitted subject to the following:

   a. One (1) houseguest of a householder at any one time may park a recreational vehicle on the driveway within the rear yard, side yard or front yard for a period of time not exceeding a total of fourteen (14) days in a calendar year for all such visits, provided however, such recreational vehicle may be used for sleeping purposes only while so parked. The name of the owner or occupant of such recreational vehicle, the permanent address of such person, the license or registration number of the recreational vehicle and the towing vehicle used therewith, shall be registered with the Mundelein Police Department not later than twenty-four (24) hours from the time of its arrival on the premises on which it is parked or not later than 4:00 p.m. on the Monday following arrival on the previous Friday, Saturday, or Sunday.

   b. Parking is permitted for any size recreational vehicle on the driveway within the front yard or side yard for a period not to exceed seventy-two (72) hours to permit loading or unloading. Only one (1) seventy-two (72) hour period for loading or unloading shall be permitted within any week (Sunday through Saturday) and the seventy-two (72) hour periods must be separated by a period of at least forty-eight (48) hours when no vehicle is parked within the front yard or side yard. The Building Commissioner may extend the seventy-two (72) hours loading and unloading period for a maximum of forty-eight (48) hours within any week upon request of the owner when a hardship exists.

B. Recreational vehicles may be parked or stored in any multi-family zoning district, in parking or storage areas specifically designated by either the apartment complex management or condominium association, subject to the following provisions:

1. The owner or lessee of the recreational vehicle so parked or stored must be a person whose primary place of residence is located on the same lot as the lot where it is parked or stored.

2. The recreational vehicle shall be parked or stored either in a fully enclosed building, or on an established surfaced parking lot.

3. Only one (1) recreational vehicle may be stored outdoors on a residentially zoned lot. No more than one (1) recreational vehicle may be parked or stored outdoors on a lot for each individual dwelling unit.

4. No recreational vehicle may be parked or stored so as to reduce the availability of off-street parking spaces as required by this Ordinance.

C. In the Commercial Districts, O-R and M-1 Districts, recreational vehicles shall be parked or stored in the following manner:

1. Parking or storing of recreational vehicles is permitted inside any enclosed structure, which conforms to the zoning requirements of district.

2. Outdoor storage of recreational vehicles shall be prohibited, and outside parking is limited to a period not exceeding seventy-two (72) hours to permit loading or unloading. Only one (1) seventy-two (72) hour period for loading or unloading shall be permitted within any week (Sunday through Saturday) and said seventy-two (72) hour periods must be separated by a period of at least forty-eight (48) hours when no vehicle is parked on the property. The Building Commissioner may extend the seventy-two (72) hours loading and unloading period for a maximum of forty-eight (48) hours within any week upon request of the owner when a hardship exists.

3. Outside storage of recreational vehicles is permitted in only in the M-1 District where the following facilities are located: mini-warehouses; carting, express hauling or storage yards and freight terminals; and boat building and repair facilities and yards (limited to recreational watercraft).

4. No parking of recreational vehicles in commercial, industrial, and office-research zoning districts shall be permitted within an off-street parking facility or on any public or private right-of-way, except temporarily for the purpose of loading or unloading

D. No recreational vehicle may be stored or parked on any vacant zoning lot.

E. This section does not apply to recreational vehicles offered for-sale in an approved outdoor sales and display area of a motor vehicle dealership.

20.56.130 – Trailers

A. All recreational and commercial trailers must comply with the Recreational Vehicle requirements of Section 20.56.120(A)(2-7).

B. Only recreational and commercial trailers displaying TA, TB, or UT license plates shall be permitted and shall not exceed 5,000 pounds in gross weight.

C. Only one (1) such recreational vehicle or one (1) trailer shall be parked or stored outside on the premises.

20.56.140 – Required off-street parking spaces.

The minimum number of off-street parking spaces to be provided for the designated uses shall be as follows in Table 20.56-1: Off-Street Parking Requirements. Every drive-through facility shall provide a minimum of two (2) stacking spaces per bay, unless more than two (2) spaces are required by Table 20.56-1. Table 20.56-1 lists parking requirements for the generic uses listed within the districts. In some cases, uses which are considered part of a generic use category are listed with specified parking requirements. These specific uses are listed only for the purposes of this section and do not indicate whether such uses are permitted or special uses within any district. Certain generic uses listed within the districts do not have parking requirements. These types of uses are not listed within Table 20.56-1.

TABLE 20.56-1: OFF-STREET PARKING REQUIREMENTS

USE	PARKING REQUIREMENT
RESIDENTIAL	
Community Residence	.25 per bed + 1 per 2 employees
Dwelling, Above the Ground Floor	1-bedroom unit: 1 per dwelling unit 2-bedroom or more unit: 1.5 per dwelling unit
Dwelling, Multi-Family	1-bedroom unit: 1.5 per dwelling unit 2-bedroom unit: 2 per dwelling unit + .33 per dwelling unit for visitor spaces 3-bedroom or more unit: 2.5 per dwelling unit + .33 per dwelling unit for visitor spaces
Dwelling, Single-Family	2 per dwelling unit, enclosed[1]
Dwelling, Townhouse	2 per dwelling unit, enclosed + .5 per dwelling unit for visitor spaces (enclosed or unenclosed)
Dwelling, Two-Family	2 per dwelling unit, enclosed
Residential Care Facility	Assisted Living: 0.5 per bed + 1 per 2 employees. Independent Living: 1 per dwelling unit + 1 per 2 employees Nursing Care: 0.25 per bed + 1 per 2 employees
INSTITUTIONAL	
Cultural Facility	2 per 1,000sf GFA
Community Center	3 per 1,000 sf GFA + drop off area with 4 stacking spaces
Educational Facility, College/University	1 per 2 students (based on maximum enrollment) + 1 per employee
Educational Facility, Primary	1 per employee + 2 per classroom
Educational Facility, Secondary	1 per 10 students (based on maximum enrollment) + 1 per employee
Educational Facility, Seminary	1 per 2 students + 1 per 1,000sf of residential living area
Educational Facility, Vocational School	1 per 2 students (based on maximum enrollment) + 1 per employee
Government Facilities	3 per 1,000sf GFA
Place of Worship	1 per 4 seats + 1 per 1,000 sf of residential living area if convent or rectory attached + spaces otherwise required for any accessory uses (e.g., outdoor amusement, classrooms, office, day care)
COMMERCIAL	
Adult Use	3 per 1,000sf GFA
Adult-Use Cannabis Dispensing Organization	5 per 1,000sf GFA + 1 per 2 employees on maximum shift
Animal Hospital	5 per 1,000sf GFA
Art Gallery	2 per 1,000sf GFA
Art Studio	2 per 1,000sf GFA

[1] For single-family nonconforming garages, please see section 20.64.040.

TABLE 20.56-1: OFF-STREET PARKING REQUIREMENTS	
USE	**PARKING REQUIREMENT**
Banquet Facility	1 per 100sf of public seating area
Car Wash	5 per bay
Currency Exchange	3 per 1,000sf GFA
Day Care Center, Adult or Child	1 per 2 employees + 1 passenger loading space
Financial Institution	3 per 1,000sf GFA
Funeral Home	4 per 1,000sf GFA
Gas Station	1 per bay + 2 per 1,000sf GFA of any accessory convenience retail and/or food service
Greenhouse/Nursery	2 per 1,000sf GFA + 2 per 1,000sf of outdoor sales & display area
Health and Fitness Center	3 per 1,000sf GFA
Heavy Retail, Rental and Service	3 per 1,000sf GFA, including outdoor sales & display area
Hospital	1 per 10 hospital beds + 1 per 6 employees including staff doctors on maximum shift
Hotel/Motel	1.5 per room
Indoor Amusement Facility	3 per 1,000sf of public use area
Pet "Day Care" Service, and Pet Services	2 per 1,000sf of GFA
Live Entertainment	1 per 100sf of public seating area
Medical/Dental Clinic	1.5 per exam room + 1 per doctor
Motor Vehicle Dealership	2 per 1,000sf of public sales & display area (indoor + outdoor) + 2 per 1,000sf of office & public waiting area + 5 per service bay if service on-site
Motor Vehicle Rental Establishment	1 per 1,000sf of public sales & display area (indoor + outdoor) + 2 per 1,000sf of office & public waiting area
Motor Vehicle Service and Repair, Major or Minor, and Motor Vehicle Aftermarket Enhancements	2 per service bay + 2 per 1,000 square feet of GFA + 1 for every vehicle used in conjunction with the business (e.g., courtesy cars, tow truck, etc.)
Office	3 per 1,000sf GFA
Outdoor Amusement Facility	3 per 1,000sf of public use area
Payday or Title Loan Agency	3 per 1,000sf GFA
Pawn Shop	3 per 1,000sf GFA
Personal Services Establishment	3 per 1,000sf GFA
Restaurant	1 per 100sf of public seating area (excluding any outdoor dining area) + 4 stacking spaces per drive through lane
Retail Goods Establishment	3 per 1,000sf GFA
Smoke Shop	3 per 1,000sf GFA
Tattoo Parlor	3 per 1,000sf GFA
Tavern/Bar	1 per 100sf of public seating area (excluding any outdoor dining area)
INDUSTRIAL	
Contractor Storage Yard	2 per 1,000sf GFA of structures
Freight Terminal	1 per 1,500sf of GFA up to 30,000sf; then 1 per 2,500sf of GFA above 30,000sf
Garage Condominiums	1 per 5,000 sf GFA or 1 space per 10 units, whichever is less, not including spaces provided within individual units
Manufacturing, Light	1 per 1,500sf of GFA up to 30,000sf; then 1 per 2,500sf of GFA above 30,000sf
Manufacturing, Medium	1 per 1,500sf of GFA up to 30,000sf; then 1 per 2,500sf of GFA above 30,000sf
Mini-Warehouse	1 per 25 storage units

TABLE 20.56-1: OFF-STREET PARKING REQUIREMENTS	
USE	**PARKING REQUIREMENT**
Motor Vehicle Operations Facility	2 per 1,000sf of office space
Recycling Facilities	1 per 1,000 GFA of buildings/structures
Research and Development Facility	1 per 1,000sf of GFA up to 20,000sf; then 1 per 2,000sf of GFA above 20,000sf
Warehouse/Distribution	1 per 20,000sf GFA of warehouse space + 2 per 1,000sf of office space
OPEN SPACE	
Cemetery	1 per 250sf of office and/or chapel space
Country Club	See applicable uses (golf course, driving range, restaurant, etc.)
Driving Range (Principal Use)	1.5 per tee
Golf Course	5 per hole
Parks/Playgrounds	10 per acre of designated playing field
Zoo	1 per 1,000sf GFA
OTHER	
Unspecified Uses	When a use type is proposed where there is no specific parking requirement, the Zoning Administrator shall make a determination as to the closest generic use type and apply said parking requirements.

20.56.150 – Required bicycle parking.

A. Design.

1. Required bicycle spaces must have a minimum dimension of two (2) feet in width by six (6) feet in length, with a minimum overhead vertical clearance of seven (7) feet.

2. Bicycle parking facilities must provide racks where the bicycle may be locked by the user or lockable enclosed lockers. Structures that require a user-supplied locking device must be designed to accommodate U-shaped locking devices. All lockers and racks must be securely anchored to the ground or the building structure to prevent the racks and lockers from being removed from the location.

3. If required bicycle parking facilities are not visible from the street, signs must be posted indicating their location.

4. Areas used for required bicycle parking must be paved and drained to be reasonably free of mud, dust, and standing water, and must be well-lit.

B. Location.

1. All required bicycle spaces must be located on the same zoning lot as the use served. However, the Zoning Administrator may approve the location of bicycle spaces in the public right-of-way.

2. Required bicycle parking for residential uses may be provided in garages, storage rooms and other resident-accessible, secure areas. Space within dwelling units or on balconies may not be counted toward satisfying bicycle parking requirements.

C. Required Number of Bicycle Spaces.

Where off-street parking facilities are provided, the number of bicycle parking spaces must be provided as indicated in Table 20.56-2: Required Bicycle Spaces.

TABLE 20.56-2: REQUIRED BICYCLE SPACES	
USE	**REQUIRED BICYCLE SPACES**
Multi-Family Dwelling	1 per 10 dwelling units
Retail Goods Establishment, Personal Services Establishment or Office Business over 10,000sf in GFA	1 per 10 parking spaces
Indoor or Outdoor Recreation or Entertainment	1 per 10 parking spaces
Educational Facilities, Primary, Secondary	1 per 25 parking spaces
Educational Facilities, Universities, Vocational	1 per 10 parking spaces
Community Centers	1 per 10 parking spaces
Parks/Playgrounds	1 per 5 spaces

1. In all cases where bicycle parking is required, a minimum of two (2) spaces is required.

2. After the first twenty (20) bicycle parking spaces are provided, no additional bicycle parking spaces are required.

3. A parking lot or structure with more than two-hundred fifty (250) vehicle parking spaces must provide a bicycle parking area equivalent to the area of two (2) parking spaces.

4. If a development cannot meet the required bicycle parking, the owner may apply for an administrative variance.

20.56.160 – Required off-street loading spaces.

Off-street loading spaces shall be provided for a building, structure or use which requires the receipt or distribution of materials or merchandise by trucks or other vehicles in accordance with the following:

A. Hotels with exhibition halls, convention halls, auditoriums, office facilities or retail shops: One (1) off-street loading and unloading space for the first forty thousand (40,000) square feet of gross floor area, plus one (1) additional off-street loading space for each one-hundred fifty thousand (150,000) square feet of gross floor area, or fraction thereof, in excess of forty thousand (40,000) square feet.

B. Commercial establishments of ten thousand (10,000) to one-hundred thousand (100,000) square feet of gross floor area: One (1) off-street loading and unloading space, plus one (1) additional such space for each additional one-hundred thousand (100,000) square feet of gross floor area, or fraction thereof, in excess of one-hundred thousand (100,000) square feet.

C. Financial institutions, professional offices, and government facilities of forty thousand (40,000) to one-hundred thousand (100,000) square feet of gross floor area: One (1) off-street loading and unloading space, plus one (1) additional such space for each additional one-hundred thousand (100,000) square feet of gross floor area, or fraction thereof, in excess of one-hundred thousand (100,000) square feet.

D. Light and medium manufacturing uses, research and development, and warehouse/distribution of more than eight thousand (8,000) square feet of gross floor area, exclusive of basement area, and less than forty thousand (40,0000) square feet of gross floor area: One (1) off-street loading and unloading space, plus one (1) additional such space for each additional sixty thousand (60,000) square feet of gross floor area in excess of forty thousand (40,000) square feet.

E. Hospitals or sanitariums containing forty thousand (40,000) to one-hundred thousand (100,000) square feet of gross floor area: One (1) off-street loading and unloading space, plus

one (1) additional such space for each additional one-hundred thousand (100,000) square feet of gross floor area or fraction thereof in excess of one-hundred thousand (100,000) square feet.

20.56.170 – Design of off-street loading spaces.

A. Location.

1. All off-street loading spaces shall be located on the same zoning lot as the building or use served. No off-street loading spaces shall project into a public right-of-way.

2. Off-street loading spaces shall be located at least twenty-five (25) feet from the intersection of any two (2) streets.

3. No off-street loading space shall be located in a front yard.

4. All off-street loading spaces shall be located a minimum of fifty (50) feet from the lot line of any lot in a residential district, unless completely enclosed by building walls or a uniformly painted solid fence or wall, or any combination thereof, not less than six (6) feet in height.

B. Dimensions. All required off-street loading spaces shall be at least ten (10) feet in width and at least thirty (30) feet in length, exclusive of aisle and maneuvering space, and shall have a minimum vertical clearance of at least fourteen (14) feet.

C. Surfacing. All off-street loading spaces shall be a hard-surfaced area improved in accordance with the requirements of the Village Engineer.

D. Access Control and Signs. Each required off-street loading space shall be designed with adequate means of vehicular access to a street or alley in a manner that will minimize interference with traffic movement.

E. Lighting. Loading facility lighting shall be in accordance with Section 20.52.040 (Exterior Lighting). Illumination of an off-street loading facility shall be arranged so as to deflect the direct rays of light away from adjacent properties and streets.

F. Landscape and Screening. All loading facilities shall be landscaped and screened in accordance with Chapter 20.60 (Landscape and Screening).

CHAPTER 20.60 - LANDSCAPE & SCREENING

20.60.010 – Purpose.
20.69.020 – Applicability
20.60.030 – Enforcement of landscape provisions.
20.60.040 – Certificate of approval and tree permit.
20.60.050 – Selection, installation, and maintenance of plant materials.
20.60.060 – Landscape design standards.
20.60.070 – On-lot landscape.
20.60.080 – Building foundation landscape.
20.60.090 – Parking lot landscape.
20.60.100 – Parking lot perimeter landscape yard.
20.60.110 – Interior parking lot landscape.
20.60.120 – Buffer yards.
20.60.130 – Require landscape illustration.
20.60.140 – Parkway trees.
20.60.150 – Screening requirements.

20.60.010 – Purpose.

The landscape and screening requirements established by this Chapter are intended to preserve and enhance the appearance, public health, safety, and welfare of the Village by fostering an aesthetically pleasing development. Proper landscape contributes to the Village in many ways: enhancing its character and scenic beauty, providing clean air, reducing noise, preventing erosion of topsoil, reducing the rate of stormwater runoff, providing nesting areas for birds and habitat for other wildlife, conserving energy, and providing shade and windbreaks. These regulations are also intended to increase the compatibility of adjacent uses, and minimize the adverse impact of noise, dust, motor vehicle headlight glare or other artificial light intrusions, and other objectionable activities or impacts conducted on, or created by, adjoining or neighboring uses.

20.60.020 – Applicability

The following landscape and screening standards apply to all properties outside of the C-5 District. Properties in the C-5 District are regulated by the standards of Chapter 20.36.

20.60.030 – Enforcement of landscape provisions.

A. No building permit or occupancy permit shall be issued for any lot or use subject to the requirements of this Section unless all the requirements of this Section have been fulfilled. Failure to implement the landscape plan, or to maintain the lot or use in substantial conformance with the landscape plan, shall be cause for revocation of the occupancy permit and/or the application of fines and penalties, as established in this Ordinance. In addition, all landscape is subject to periodic inspection.

B. If weather prohibits the installation of landscape at the time an occupancy permit is applied for, the applicant shall provide the Village with a letter of credit, on forms provided by the Village, or cash in the amount required to complete landscape installation in order to receive an occupancy permit, which shall be returned upon completion of required landscape.

20.60.040 – Certificate of approval and tree permit.

As required in Title 16, Chapter 23 (Landscape Code) of the Village Code, no work involving, or preparatory to, grading, building construction, or removal of trees on a lot shall be undertaken, and no village permit required in connection with such work shall be issued, unless a tree survey is submitted to the Village Engineer and a tree permit authorizing such work is issued by the

Building Commissioner. A lot with one (1) Single-family home and one (1) two-family structure uses are exempt from this requirement. Developments of more than one (1) single-family lot or one (1) two-family lot are subject to landscape requirements.

20.60.050 – Selection, installation, and maintenance of plant materials.

A. Selection. All planting materials used shall be of good quality and meet American Association of Nurserymen (ANNS) standards for minimum acceptable form, quality and size for species selected, and capable to withstand the seasonal temperature variations of northeastern Illinois, as well as the individual site microclimates. The use of species native to northeastern Illinois shall be encouraged. Size and density of plant material, both at the time of planting and at maturity, are additional criteria that shall be considered when selecting plant material. Where appropriate, the use of drought and salt tolerant plant material is preferred.

B. Installation. All landscape materials shall be installed in accordance with the current planting procedures established by the AANS. All plant materials shall be free of disease and shall be installed so that soil of sufficient volume, composition and nutrient balance are available to sustain healthy growth.

C. Required Element. Landscape materials depicted on landscape plans approved by the Village shall be considered to be required site plan elements in the same manner as buildings, parking, and other improvements. As such, the owner of record, or in some instances the homeowner's or property owner's association, shall be responsible for the maintenance, repair and replacement of all landscape materials, fences, steps, retaining walls, and similar landscape elements over the entire life of the development.

D. Maintenance

1. General. All landscape materials shall be maintained in good condition, shall present a healthy, neat, and orderly appearance, and shall be kept free of refuse and debris. Any dead, unhealthy or missing plants shall be replaced within thirty (30) days of notification by the Village, unless an extension is permitted by the Zoning Administrator. Fences, steps, retaining walls, and similar landscape elements shall be maintained in good repair. The owner of the premises shall be responsible for the maintenance, repair, and replacement of all landscape materials, fences, steps, retaining walls, and similar landscape elements, and refuse disposal areas. Irrigation systems, when provided, shall be maintained in good operating condition to promote the health of the plant material and the conservation of water.

2. Trees Dangerous to Traffic or Pedestrians.

   a. Any tree, bush, shrub, or plant on private property which overhangs any public way in such a manner as to impede or interfere with traffic or travel on said public way or which obstructs the view of motorists at the intersection of streets shall be trimmed by the owner of the property so that the interference or obstruction is removed.

   b. Any tree or limb of a tree which has become dead, decayed, or broken and is likely to fall on or across any public way shall be removed by the owner of the property.

   c. Any trimming or removal shall be completed within twenty-one (21) days after written notice requiring said trimming or removal. Said notice shall be served upon the owner of the property and will be delivered by personal delivery or regular mail. It shall be the duty of the owner of such property to trim or remove the tree, shrub, bush, or plant under the direction of the Building Commissioner or his/her designee.

d. If the trimming or removal is not completed within the twenty-one (21) day period aforementioned, the Village may prosecute the owner for such failure or neglect and may in addition to such prosecution, or as an alternative thereto, proceed with the trimming or removal of said tree, shrub, bush, or plant and assess the cost against the owner.

i. The cost of said trimming or removal shall be recoverable from the owner of said property by placement of lien on the property, said lien shall be superior to all prior existing liens and encumbrances, except taxes.

ii. However, the lien shall not be effective unless within sixty (60) days after such trimming or removal, the Village shall have filed a notice of lien for such cost and expense incurred in the Office of the Recorder of Deeds of Lake County, Illinois. The notice shall consist of a sworn statement setting out the legal description sufficient for identification thereof, the amount of money representing the expense incurred and the dates when the expense was incurred by the Village.

iii. The lien may be enforced by proceedings to foreclose as in the case of mortgages or mechanic's lien. Suit to foreclose the lien shall be commenced within three (3) years after the date when the expense was incurred by the Village.

iv. Upon payment of the amount of the lien after notice has been filed, the lien shall be released by the Village. The release may be filed of record as in the case of filing the notice of lien.

20.60.060 – Landscape design standards.

Landscape plans, as described above, shall be prepared by a landscape architect, and evaluated and approved based on the following design criteria.

A. Scale and Nature of Landscape Material. The scale and nature of landscape materials shall be appropriate to the size of the site and related structures.

B. Selection of Plant Material. Plant material shall be selected for its form, texture, color, pattern of growth and suitability to local conditions. Trees planted in all areas of a development, lot or subdivision shall be limited to species approved by the Public Works and Engineering Department but may also include species of pine and spruce. The Zoning Administrator may approve other species for planting after considering for hardiness, year-round interest, color, habitat and food source for birds and animals, and use in similar locations in other communities. Trees that have inappropriate root systems for an area, or are not generally recommended by landscape architects, shall not be approved.

C. Shade Trees. All deciduous shade trees shall have a minimum trunk size of three (3) inches in caliper at planting, unless otherwise specified.

D. Evergreen Trees. Evergreens trees shall have a minimum height of six (6) feet at planting and shall be incorporated into the landscape treatment of a site, particularly in those areas where year-round screening and buffering is required.

E. Ornamental Trees. Single stem ornamental trees shall have a minimum trunk size of three (3) inches in caliper at planting, unless otherwise specified. Multiple stem ornamental trees shall have a minimum height of eight (8) feet at planting, unless otherwise specified.

F. Shrubs. Unless otherwise specified, all large deciduous and evergreen shrubs shall have minimum height of three (3) feet at installation, and all small deciduous and evergreen shrubs shall have a minimum height of eighteen (18) inches at installation.

Large shrubs shall be considered to be those shrubs that reach five (5) or more feet in height at maturity. Small shrubs shall be considered to be those shrubs that can grow up to five (5) feet in height if left unmaintained but are generally kept at heights of eighteen (18) to thirty (30) inches.

G. Softening of Walls and Fences. Plant material shall be placed intermittently against long expanses of building walls, fences, and other barriers to create a softening effect and to help break up long expanses of blank walls with little architectural detail.

H. Planting Beds. Planting beds may be mulched with shredded hardwood, granite mulch, river rock, feather rocks or similar materials. Lava rock is not permitted.

I. Irrigation. Landscape design pursuant to the requirements of this Chapter shall recognize the need for irrigation and water conservation. Sprinkler irrigation systems may be required for certain landscaped areas, as determined by the Village Engineer The need for sprinkler irrigation systems shall be determined by the type of plant material and the condition/growing medium that they are installed in. For instance, whether there is a permanent means available to water plant material, such as hose bibs, shall be a consideration. All irrigation systems shall be designed to minimize the use of water.

J. Energy Conservation. Plant material placement should be designed to reduce the energy consumption needs of the development.

1. Where possible, deciduous trees should be placed on the south and west sides of buildings to provide shade from the summer sun.

2. Where possible, evergreens and other plant materials should be concentrated on the north and west sides of buildings to dissipate the effect of winter winds.

K. Species Diversity. Diversity among required plant material is required not only for visual interest, but to reduce the risk of losing a large population of plants due to disease. Table 15-1: Diversity Requirements indicates the minimum number of species based on the total number of plants per that plant type (e.g. shade tree, ornamental tree, shrub, etc.)

TABLE 20.60-1: DIVERSITY REQUIREMENTS

TOTAL NUMBER OF PLANTS PER PLANT TYPE	MINIMUM NUMBER OF SPECIES
1-4	1
5-10	2
11-15	3
16-75	5
76-500	8
500-1,000	10
1,000+	15

L. Berming. Earthen berms and existing topographic features shall be incorporated into the landscape treatment of a site where there is sufficient space and, in particular, when berms and existing topographic features can be combined with plant material to facilitate effective screening. Minimum unretained berm side slopes shall be maintained at no less than a 4:1 slope ratio to prevent erosion and be properly and safely maintained. Retained slopes may

be implemented with the appropriate terracing necessary to reduce the need for safety railing.

20.60.070 – On-lot landscape.

A. Landscape Required. All yards within the Village shall be landscaped primarily with live groundcover and/or turf (seed or sod). Artificial turf or plants are not permitted for required landscape areas.

B. Required Trees. In addition to other requirements of this Chapter, shade trees shall be provided on all zoning lots at a minimum of:

1. One (1) shade tree per single-family or two-family lot,

2. Two (2) shade trees per townhouse building or multi-family building,

3. Four (4) shade trees per non-residential or mixed-use building.

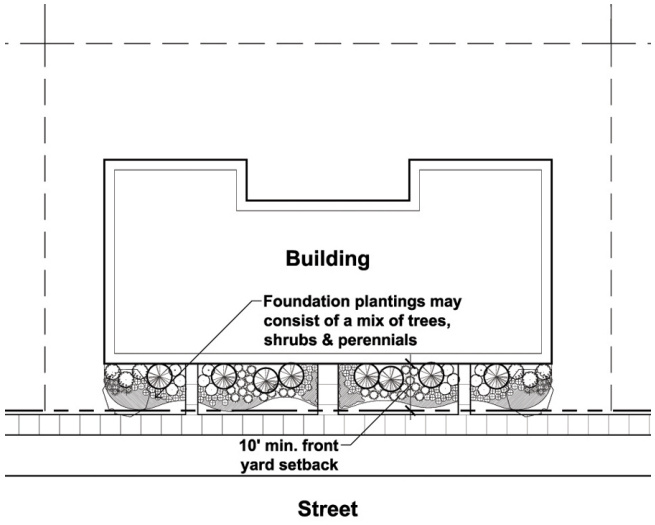
4. The Village may waive this requirement where space does not allow for additional trees to be planted.

5. Existing on-site trees shall be counted toward this required minimum number. Parking lot island trees shall be counted toward this required minimum number.

20.60.080 – Building foundation landscape.

A. If a multi-family residential, non-residential, or mixed-use development maintains a front and corner side yard of ten (10) feet or more, building foundation landscape is required. (See Figure 20.60-1: Building Foundation Landscape)

FIGURE 20.60-1: BUILDING FOUNDATION LANDSCAPE



B. Foundation plantings shall work in concert with buffer yard plantings to frame important views, while visually softening long expanses of walls, particularly those that lack windows and/or other architectural details. Foundation plantings shall respond to the materials and the form of a building.

C. Foundation plantings shall be installed across sixty percent (60%) of the length of the façade of the building, except where walkways and driveways are located.

D. A minimum four (4) foot wide double hedge row shall be planted with one (1) shrub every three (3) feet on center, spaced linearly. Such shrubs shall measure a

1. minimum of twelve (12) inches at planting for shrubs with a height of twenty-four (24) to thirty-six (36) inches in height,

2. a minimum of eighteen (18) inches at planting for shrubs over thirty-six inches in height,

3. at least sixty percent of the foundation shrubs shall be a minimum of thirty-six (36) inches to a maximum of forty-eight (48) inches in height at maturity (or maintained at approximately forty-eight (48) inches in height)

E. A minimum one (1) foot of width is required for live groundcover. Foundation plantings may be supplemented with trees, additional shrubs, and perennials.

20.60.090 – Parking lot landscape.

A. Parking Lot Landscape Design Guidelines. Perimeter landscape is required for all parking lots and shall be established along the edge of the parking lot. Interior parking lot landscape is required for those lots of ten (10) or more spaces. Nothing in this Chapter shall be deemed to prevent the applicant's voluntary installation of additional interior parking lot landscape, so long as parking space requirements and parking lot design requirements are complied with.

B. Existing Parking Lots.

1. For existing parking lots that currently do not comply with the required parking lot landscape, such landscape shall be provided when:

a. A new principal building is constructed, or a building addition is constructed that increases the floor area by thirty percent (30%) or more.

b. When fifty percent (50%) or more of the total area of an existing parking lot is reconstructed, and the parking lot falls within the square footage thresholds established for small, medium, or large parking lots in the commercial and manufacturing zoning district, the parking lot shall comply with the minimum parking lot landscaping requirements set forth below:

Parking Lot Size	**Landscape requirement**
Small (0 to 20,000 sq. ft.)	Perimeter landscaping as required by Section 20.60.100.
Medium (20,001to 40,000 sq. ft.)	Perimeter landscaping and landscape islands at the end of each parking row, as required by Sections 20.60.100 and 20.60.110.
Large (40,000+ sq. ft.)	All minimum parking lot landscaping requirements shall be applied in accordance with Chapter 20.60.

For purposes of this section, reconstruction shall include all paving of previously unpaved surfaces, replacement of pavement with new binder and/or surface courses, construction of curbing, and similar activities. Reconstruction shall not include maintenance activities such as repair of existing curbing, repairs, sealing, re-striping, or placement of surface course pavement over previously paved areas.

c. When an existing parking lot under ten thousand (10,000) square feet in area is expanded by fifty percent (50%) or more in total surface area.

d. When an existing parking lot over ten thousand (10,000) square feet in area is expanded by twenty-five percent (25%) or more in total surface area.

2. When an existing parking lot is required by Paragraph 1 above to provide landscape, which would result in creating a parking area that no longer conforms to the parking regulations of the Chapter and this Ordinance, such existing parking lot shall not be required to install all or a portion of the required landscape. The applicant shall be required to show that landscape cannot be accommodated on the site. If only certain requirements are able to be accommodated on the site, those elements shall be required. The Zoning Administrator shall make the determination that all or a portion of required landscape does not have to be installed.

20.60.100 – Parking lot perimeter landscape yard.

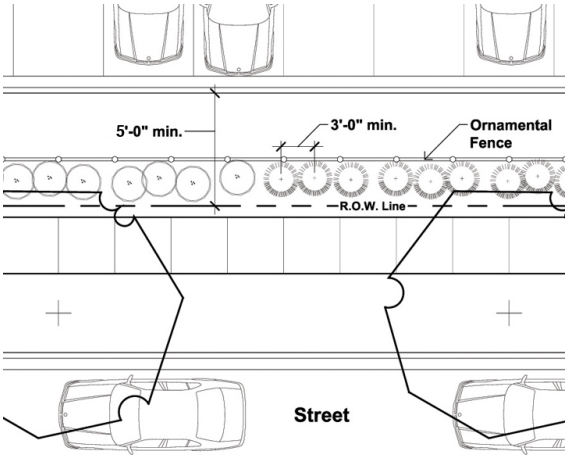
Perimeter parking lot landscape provides for the enhancement and screening of parking lots by requiring a scheme of pedestrian walls and/or landscape along public streets. Perimeter landscape is required for all parking lots and shall be established along the edge of the parking lot. The landscape treatment shall run the full length of the parking lot and shall be located between the property line and the edge of the parking lot. All perimeter parking lot screening areas shall be protected with raised concrete curbs. Landscaped areas outside of shrub and tree masses shall be planted in turf or other live groundcover. The landscaped area shall be improved as follows. (See Figure 20.60-2: Parking Lot Perimeter Landscape Yard)

A. One (1) shrub, measuring a minimum of eighteen (18) inches at planting and a minimum of three (3) feet at maturity, shall be planted for every three (3) feet of landscaped area length, spaced linearly to adequately screen vehicle bumpers.

B. Alternatively, a low pedestrian wall the height of which provides effective screening to a maximum height of three (3) feet may be used instead of shrubs. Where feasible, plant materials shall be installed between the sidewalk and the wall to provide a softening effect on the fence or wall.

C. The perimeter parking lot landscape area shall be at least five (5) feet in width, as measured from the back of curb, in order to accommodate vehicle bumper overhang and ensure planting areas that are adequate in size.

FIGURE 20.60-2: PARKING LOT PERIMETER LANDSCAPE YARD



20.60.110 – Interior parking lot landscape.

For parking lots consisting of ten (10) or more spaces, interior parking lot landscape shall be required. (See Figure 20.60-3: Interior Parking Lot Landscape)

A. Amount. One (1) parking lot island shall be provided between every ten (10) parking spaces. As part of the landscape plan approval, parking lot island locations may be varied based on specific site requirements or design scheme, but the total number of islands shall be no less than the amount required one (1) island for every ten (10) spaces. However, all rows of parking spaces shall be terminated by a parking lot island or landscaped area.

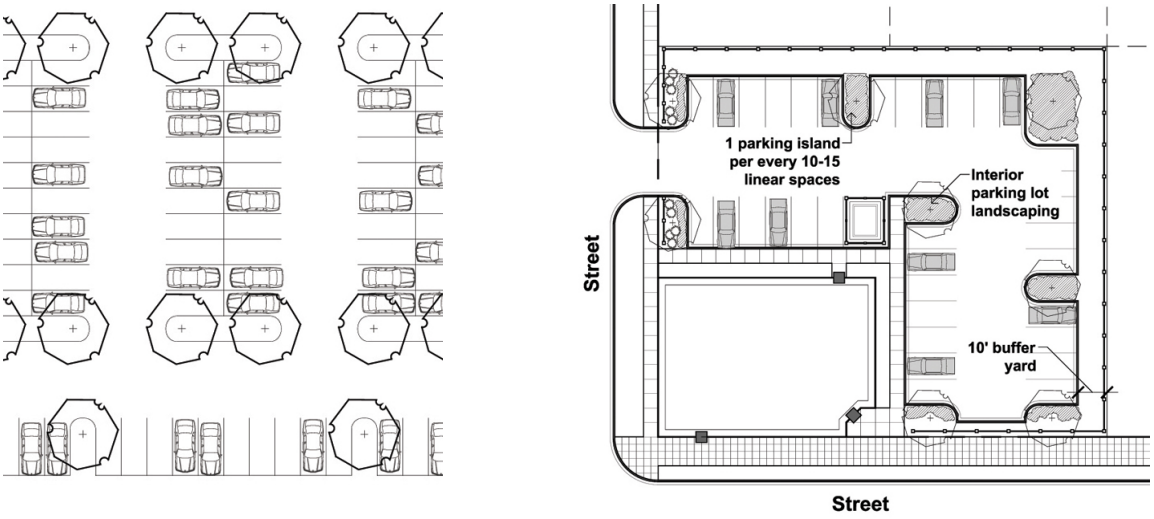
B. Size and Planting of Parking Lot Islands. Parking lot islands shall be the same dimension as the parking stall. Double rows of parking shall provide parking lot islands that are the same dimension as the double row. A minimum of one (1) shade tree shall be provided for every parking lot island or landscaped area. If the island extends the width of a double row, then two (2) shade trees shall be provided.

C. Design of Planting Areas. Parking lot islands or landscaped areas shall be at least one-hundred forty-four (144) square feet in area and at least six (6) inches above the surface of the parking lot and protected with concrete curbing, except where designed specifically for the absorption of stormwater. Such islands and landscaped areas shall be properly drained and irrigated as appropriate to the site conditions to ensure survivability.

D. Type of Landscape Material. Shade trees shall be the primary plant materials used in parking lot islands and landscaped areas. Ornamental trees, shrubs, hedges, and other plant materials may be used to supplement the shade tree plantings but shall not create visibility concerns for automobiles and pedestrians.

E. Groundcover. A minimum of seventy-five percent (75%) of every parking lot island shall be planted in turf or other live groundcover, perennials, or ornamental grasses.

FIGURE 20.60-3: INTERIOR PARKING LOT LANDSCAPE



20.60.120 – Buffer yards.

A. This section establishes standards for the dimensions and improvement requirements of buffer yards between land uses and/or zoning districts within the rear or interior side yard. Nothing in this section shall be deemed to prevent the applicant's voluntary installation of buffer yards to these design specifications where they are not required.

B. As of the date of adoption of this Ordinance, buffer yards are required for new construction or, in the case of a rezoning, new construction on a rezoned lot[1].

1. Where an R-5 District abuts an R-1, R-2, R-3, or R-4 District.

2. Where a non-residential district abuts a residential district.

3. Where a non-residential use is located within a residential district.

However, a buffer yard is not required where the rear wall of a commercial building is located on the rear property line or where an alley is located between a commercial use and a residential use.

C. Buffer yards shall be provided in interior side and rear yards. Buffer yards may be located within required setbacks and shall be reserved for the planting of material and installation of screening as required by this section. No parking, driveways, sidewalks, accessory buildings, or other impervious surfaces are permitted within the buffer yard area.

D. All plantings in the buffer yard shall be in accordance with the design standards of this Chapter. The minimum size and improvement of buffer yards shall be as follows:

1. A buffer yard within shall be a minimum of five (5) feet in width.

2. Shade trees shall be planted on an average of one (1) tree for every twenty-five (25) linear feet of yard length. As part of the landscape plan approval, trees may be spaced at various intervals based on specific site requirements or design scheme, but the total number of trees planted will be no less than the amount required by a linear planting spaced twenty-five (25) feet apart.

3. An opaque masonry wall (stone, stucco, or brick), solid wood or simulated wood screen fence or dense evergreen hedge, at least six (6) feet in height, shall be erected along one hundred percent (100%) of the yard length.

4. Shrubs shall be planted on an average of one (1) shrub for every three (3) feet of yard length. As part of the landscape plan approval, shrubs may be spaced at various intervals based on specific site requirements or design scheme, but the total number of shrubs planted will be no less than the amount required by a linear planting spaced three (3) feet apart.

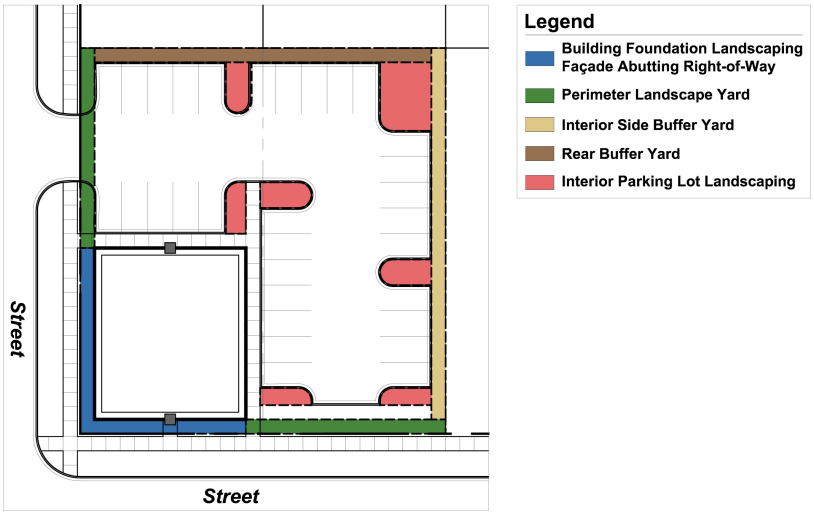
5. Areas not planted with trees or shrubs shall be maintained as turf or other live groundcover.

[1] For example, when new commercial construction locates next to an existing residential use, the new commercial construction must provide the buffer yard. Conversely, if a new residential use locates next to an existing commercial use, the existing commercial use is not required to provide a buffer yard and is not considered nonconforming.

20.60.130 – Required landscape illustration.

Figure 20.60-4: Landscape Requirements illustrates the location of the landscape requirements in Sections 20.60.070 (Building Foundation Landscape), 20.60.090 (Parking Lot Perimeter Landscape Yard), 20.60.100 (Interior Parking Lot Landscape) and 20.60.110 (Buffer Yards).

FIGURE 20.60-4: LANDSCAPE REQUIREMENTS



20.60.140 – Parkway trees.

Parkway trees are required in accordance with Section 16.23 of the Village Code.

20.60.150 – Screening requirements.

A. Refuse Disposal Dumpsters and Refuse Storage Areas. This section does not apply to small, individual residential trash containers unless these are located in groupings of more than two.

1. Refuse containers and screening are prohibited in front of a primary structure. If feasible, landscape material must be planted around the perimeter.

2. All containers shall be fully enclosed. Refuse screening visible from a public right-of-way or common pedestrian or multi-use path or by residential units must be decorative in nature and shall be constructed of masonry, CMU block or split face block with a decorative pattern or other material, or a combination of wood/metal with walls at least five (5) feet in height, which must be at least six-inches taller than the refuse container, and provided with gates to contain trash. Chain link fencing, chain link with slats, and chain link with mesh is prohibited. The materials or colors used for the screen wall shall complement the architecture of the building,

3. Screening that is not visible from a public way may, in addition to Section 20.60.150(A)(2) above, be made out of wood, vinyl, or nondecorative CMU block.

4. Refuse screening that is placed within ten (10) feet to residential units must have a roof to limit unsightliness and emanating odors.

5. Shared containers and enclosures among adjacent properties are encouraged.

B. Loading Berths. Where feasible, loading berths shall be located and oriented so as not be visible from the street and adjacent properties, while still allowing access to the use it is serving. In addition, loading berths in all zoning districts shall be screened as much as possible, unless such screening is determined unnecessary by the body approving the landscape plan. Such screening shall consist of an opaque masonry wall (stone, stucco, or brick), a solid wood or simulated wood screen fence, or dense evergreen hedge, at least six (6) feet in height.

C. Outdoor Storage and Display Areas.

1. Outdoor Storage Areas.

a. All outdoor storage areas, whether as a principal use or accessory to a principal use, shall be completely screened by an opaque masonry wall (stone, stucco, or brick) or a solid wood or simulated wood screen fence no less than six (6) feet in height.

b. Plant materials shall be installed along the fence or wall located along the public right-of-way to provide a softening effect.

c. Materials in an outdoor storage area may not exceed the height of the screening if they are located twenty (20) feet or less from a lot line. Materials in an outdoor storage area may not exceed fifteen (15) feet in height if they are located more than twenty (20) feet from a lot line.

2. Outdoor Sales and Display Areas.

a. When the rear or interior side yard of an outdoor display area abuts a residential district, the outdoor display area shall be effectively screened from view by an opaque masonry wall (stone, stucco, or brick), a solid wood or simulated wood screen fence or dense evergreen hedge, at least six (6) feet in height.

b. Motor vehicle dealerships or rental establishments with outdoor sales and display lots shall be screened by small shrubs at a rate of one (1) shrub every three (3) linear feet or a low pedestrian wall of no less than three (3) feet in height to optimize the view of motor vehicles for sale.

c. Growing areas for nursery stock located in the front or corner side yard shall be considered to meet screening requirements.

D. Drive-Through Facility.

1. Drive aisles of drive-through facilities shall be effectively screened from view along the edges of sites adjacent to residential properties in order to minimize the impact of exterior site lighting, headlight glare and any menu intercom displays. Such screening shall consist of an opaque masonry wall (stone, stucco, or brick), a solid wood or simulated wood screen fence or dense evergreen hedge at least six (6) feet in height. Plant materials shall be installed along the fence or wall to provide a softening effect.

2. Drive aisles of drive-through facilities shall be effectively screened from view along the public right-of-way in order to minimize the impact of exterior site lighting and headlight glare. Such screening shall consist of evergreens or shrubs at least three (3) feet in height every three (3) linear feet along the drive-through aisles.

CHAPTER 20.62 – EXTERIOR LIGHTING

RESERVED – Intentionally left blank.

CHAPTER 20.64 - NONCONFORMITIES

20.64.010 – Purpose.
20.64.020 – General standards of applicability.
20.64.030 – Nonconforming use.
20.64.040 – Nonconforming structures.
20.64.050 – Nonconforming lots of record.

20.64.010 – Purpose.

The purpose of this Chapter is to provide for the regulation of nonconforming structures, lots and uses, and to specify those circumstances and conditions under which nonconforming structures and uses shall be eliminated.

20.64.020 – General standards of applicability.

A. Authority to Continue. Any structure, lot or use that existed as a lawful nonconformity at the time of the adoption of this Ordinance, and any building, structure, lot or use that has been made nonconforming because of the terms of this Ordinance or its subsequent amendments, may continue subject to the provisions of this Chapter so long as it remains otherwise lawful. A structure or use that is illegal at the time of the adoption of this Chapter, remains illegal if it does not conform with each and every requirement of this Chapter.

B. Burden on Property Owner to Establish Legality. In all cases, the burden of establishing the legality of a nonconformity under the provisions of this Ordinance shall be upon the property owner of the nonconforming structure, use or lot.

C. Safety Regulations. All police power regulations enacted to promote public health, safety, convenience, comfort, and general welfare including, but not limited to, all building, fire and health codes shall apply to nonconforming structures.

20.64.030 – Nonconforming use.

A. Definition of Nonconforming Use. A nonconforming use is the use of land or a structure that, as of the effective date of this Ordinance, are used for purposes that are not allowed in the zoning district in which they are located.

B. Ordinary Repairs and Maintenance. Normal maintenance and incidental repair may be performed on any structure that is devoted in whole or in part to a nonconforming use, provided it will not create any new nonconformity, increase the degree of nonconformity, or increase the bulk of the structure in any manner.

C. Structural Alterations. No structural alterations shall be performed on any structure devoted to a nonconforming use, except in the following situations:

1. When the alteration is required by law or is necessary to restore the structure to a safe condition upon the order of any official charged with protecting the public safety.

2. When the alteration is for the purpose of bringing about a conforming use.

3. When the alteration will not create any new nonconformity, increase the degree of any existing nonconformity, or increase the bulk of the structure in any manner.

D. Expansion of Use. A nonconforming use of land or a structure shall not be expanded, extended, enlarged, or increased in intensity. Such prohibited activity shall include, without limitation:

1. Expansion of any structure devoted entirely to a nonconforming use.

2. An expansion, extension or relocation of a use or its accessory uses to any land area or structure not currently occupied by such nonconforming use.

3. An expansion, extension, or relocation of such use, including its accessory uses, within a structure, to any portion of the floor area that was not occupied by such nonconforming use.

E. Relocation. A nonconforming use of land or a structure shall not be relocated, in whole or in part, to any other location on the same lot or parcel. The nonconforming use may only be relocated to another lot or parcel if the use conforms to all regulations of the zoning district in which it is relocated, including all use regulations.

F. Change of Use. A nonconforming use shall not be changed to any use other than one allowed within the zoning district in which it is located. When such a nonconforming use has been changed, in whole or in part, to an allowed use, the whole or part which has been made to conform may not be changed back to a use that is prohibited. A change of use shall be deemed to occur when an existing nonconforming use has been terminated and another use has commenced. Any change in use in violation of this Code shall be deemed an abandonment of the previously existing lawful nonconforming use.

G. Discontinuation or Abandonment. If a nonconforming use is discontinued, or the structure that it occupies becomes vacant and remains unoccupied for a continuous period of one-hundred eighty (180) days, such use shall be deemed to be abandoned and shall not be reestablished or resumed regardless of the intent to resume or to continue the use. Any subsequent use or occupancy of such land or structure shall comply with all regulations of the zoning district in which such land or structure is located. The period of such discontinuance caused by government action, acts of God, or other acts without any contributing fault by the user, shall not be included in calculating the length of discontinuance for this section.

H. Damage or Destruction.

1. In the event that any structure and/or property that is devoted in whole or in part to a nonconforming use is structurally damaged or destroyed by means within the control of the property owner or tenant, the structure, and the use, as restored, or repaired, shall comply with all requirements of this Ordinance.

2. In the event that any structure and/or property that is devoted in whole or in part to a nonconforming use is damaged or destroyed, by any means not within the control of the property owner or tenant, to the extent of fifty percent (50%) or more of its replacement value at that time, then the structure may not be restored or rebuilt unless the structure, including foundation is made to conform to all regulations of the zoning district in which it is located.

3. In the event that any structure and/or property that is devoted in whole or in part to a nonconforming use is damaged or destroyed to the extent of less than fifty percent (50%) of the replacement value at that time, the structure and/or property may be repaired, reconstructed or restored and the nonconforming use continued, provided that no new nonconformities are created, and that the existing degree of nonconformity is not increased. A building permit must be obtained for such rebuilding, restoration, repair, or

reconstruction within one (1) year of the date of damage or destruction, and construction shall be completed within one (1) year of issuance of the building permit.

4. The replacement value of the structure and/or property, exclusive of foundation, which is devoted in whole or in part to a nonconforming use, shall be based on: 1) the sale of that structure and/or property within the previous year or, if that is not applicable; 2) an appraisal within the last two (2) years or, if that is not available; 3) the amount for which structure and/or property was insured prior to the date of damage or destruction or, if that is not available; 4) an alternative method determined acceptable by the Village.

5. In the event that the permit is not obtained within one (1) year, or that repairs, or restoration are not completed within one (1) year of the issuance of the building permit, then the nonconforming use shall not be continued.

20.64.040 – Nonconforming structures.

A. Definition of Nonconforming Structure. Structures which at one time conformed to applicable zoning regulations, but because of subsequent amendments to the Ordinance no longer conform to applicable setback, height, lot coverage or other dimensional or bulk provisions or does not meet other on-site development standards, such as an insufficient number of parking spaces, of this Ordinance, are considered nonconforming structures.

B. Ordinary Repairs and Maintenance. Normal maintenance and incidental repair may be performed on any nonconforming structure. No repairs or reconstruction shall be made that would create any new nonconformity, increase the degree of any previously existing nonconformity, or increase the bulk of the structure in any manner.

C. Structural Alterations. No structural alterations shall be performed on any nonconforming structure, except in the following situations:

1. When the alteration is required by law or is necessary to restore the structure to a safe condition upon the order of any official charged with protecting the public safety.

2. When the alteration will result in eliminating the nonconformity.

3. When the alteration will not create any new nonconformity or increase the degree of any existing nonconformity.

D. Additions and Enlargements. A structure that is nonconforming with respect to its bulk shall not be added to or enlarged.

E. Relocation. A nonconforming structure shall not be relocated, in whole or in part, to any other location on the same zoning lot or parcel. A nonconforming structure may be relocated to another zoning lot or parcel if the structure conforms to all regulations of the zoning district in which it is relocated.

F. Damage or Destruction.

1. In the event that any nonconforming structure is structurally damaged or destroyed by means within the control of the property owner or tenant, the structure, as restored or repaired, shall comply with all requirements of this Ordinance.

2. In the event that any nonconforming structure is damaged or destroyed, by any means not within the control of the property owner or tenant, to the extent of fifty percent (50%) or more of its replacement value at that time, then the structure may not be restored or

rebuilt unless the structure, including foundation is made to conform to all regulations of the zoning district in which it is located.

3. When such a structure is damaged or destroyed, by any means not within the control of the property owner or tenant, to the extent of less than fifty percent (50%) of the replacement value at that time, it may be repaired and reconstructed provided that no new nonconformities are created, and that the existing degree of nonconformity is not increased. A building permit shall be obtained for such rebuilding, restoration, repair, or reconstruction within one (1) year of the date of damage or destruction, and the construction shall be completed within one (1) year of issuance of the building permit.

4. The replacement value of the structure shall be based on 1) the sale of that structure within the previous year or, if that is not applicable; 2) an appraisal within the last two (2) years or, if that is not available; 3) the amount for which the structure or property was insured prior to the date of the damage or destruction or 4) an alternative method determined acceptable by the Village.

5. In the event that the building permit is not obtained within one (1) year, or that repairs are not completed within one (1) year of the issuance of the building permit, then the structure shall not be restored unless it conforms to all regulations of the district in which it is located.

G. Extension of Walls for Nonconforming Single-Family Structures. Where a legal nonconforming single-family residential structure encroaches onto the required front, corner side, rear, or interior side yard, said structure may be enlarged or extended vertically or horizontally as defined by its existing perimeter walls, so long as:

1. The resulting structure does not increase the degree of the existing nonconformity or otherwise violate this Chapter.

2. If the encroachment is within the interior side yard, the resulting setback is at least fifty percent (50%) of that which would otherwise be required.

3. If the encroachment is within the front, corner side or rear yard, the resulting setback is at least eighty percent (80%) of that which would otherwise be required.

H. Nonconforming Garages for Single-Family Dwellings. In recognition of existing single-family dwellings that have a single-car garage to accommodate the required enclosed parking spaces, such dwellings, and garages, as of the effective date of this Ordinance, are deemed conforming in regard to the required number of enclosed parking spaces. Such single-car garages may be repaired, altered, and reconstructed until the principal building is demolished by any means within the control of the property owner or tenant. If the principal structure is demolished, new construction on the lot must accommodate the required number of enclosed parking spaces.

I. Nonconforming Single-Family Dwellings in the L-MU. In the L-MU District, single-family dwellings as of the effective date of this Ordinance are deemed conforming. Such structures shall comply with the regulations of the R-3 District and may be expanded or altered in compliance with the R-3 District bulk and yard regulations. If an existing single-family dwelling is demolished by any means within the control of the property owner or tenant after the effective date of this Ordinance, any new development must comply with all standards, including use, dimensional and design standards, of the applicable district.

J. Nonconforming Fences and Driveways. Fences and driveways are exempt from the replacement requirements of this section and may be replaced as-is if the following conditions are met:

1. The fence or driveway was either originally permitted by the Village (verifiable by Village records) or constructed before 2008 (verifiable by aerial imagery); and

2. The replacement structure does not increase the degree of the nonconformity or create any new nonconformities.

20.64.050 – Nonconforming lots of record.

This section regulates lots of record, existing on the effective date of this Ordinance, which do not conform to the lot area or lot width requirements of the district in which they are located. No nonconforming lot of record may be improved except in compliance with this section.

A. Individual Lots of Record in Residential Districts. In residential districts, notwithstanding limitations imposed by other provisions of this Ordinance, a single-family dwelling may be erected on a single nonconforming lot of record provided that the lot is in separate ownership, and it meets all other zoning district bulk requirements.

B. Lots of Record Held in Common Ownership (Any District). If there are two (2) or more lots of record with contiguous frontage in common ownership, and one (1) or more of the lots does not meet the requirements for lot width or lot area as established by this Ordinance, the land so involved shall be considered to be a single undivided parcel for the purposes of this Ordinance. No portion of the parcel shall be used, transferred, or conveyed which does not meet the lot width and lot area requirements established by this Ordinance. No division of the parcel shall be made which leaves the remaining lot(s) with lot width or lot area below the requirements of this Ordinance. No building permit shall be issued for the use of any lot, or portion of a lot, transferred or conveyed in violation of this Chapter.

CHAPTER 20.68 - GENERIC USE DEFINITIONS

20.68.010 – Purpose.
20.68.020 – Interpretation.
20.68.030 – Rules of generic use definitions.
20.68.040 – Generic use definitions.

20.68.010 – Purpose.

This Chapter contains definitions for generic uses used throughout the Ordinance.

20.68.020 – Interpretation.

The language set forth in the text of this Ordinance shall be interpreted in accordance with the following rules of construction:

A. The singular number includes the plural, and the plural the singular.

B. The present tense includes the past and future tenses, and the future tense includes the present.

C. The word “shall” is mandatory, while the word “may” is permissive.

D. Both of the terms “shall not” and “may not” are prohibiting.

E. The masculine gender includes the feminine and neuter.

F. Whenever a defined word or term appears in the text of this Ordinance, its meaning shall be construed as set forth in the definition. Any word appearing in parenthesis, between a word and its definition herein, shall be construed in the same sense as that word. Words not defined shall be interpreted in accordance with the definitions considered to be normal dictionary usage.

G. If a definition contains a regulation and the use is inconsistent with that regulation, the use is prohibited.

20.68.030 – Rules of generic use definitions.

A. Certain terms in this Ordinance are defined to be inclusive of many uses in order to eliminate overly detailed lists of uses in the zoning districts established by this Ordinance. These terms shall be referred to in this Ordinance as “Generic Use Definitions.”

B. A use that is not specifically listed in a zoning district or does not fall within a generic use definition as defined in this Ordinance, or as interpreted pursuant to Section 4.6 (Zoning Interpretations), is prohibited.

20.68.040 – Generic use definitions.

Adult Use. See Section 5.80.010 (Definitions) of the Village Code for “Adult Use” definitions.

“Adult-use cannabis business establishment” means an adult-use cannabis cultivation center, craft grower, processing organization or processor, infuser organization or infuser, dispensing organization or transporting organization or transporter.

“Adult-use cannabis craft grower” means a facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, dry, cure and package cannabis and perform other necessary activities to make cannabis available for sale at a dispensing organization or use at a processing organization or processor, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

“Adult-use cannabis cultivation center” means a facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, process, transport and perform necessary activities to provide cannabis and cannabis-infused products to licensed cannabis business establishments, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

“Adult-use cannabis dispensing organization” means a facility operated by an organization or business that is licensed by the Illinois Department of Financial and Professional Regulation to acquire cannabis from licensed cannabis business establishments for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

“Adult-use cannabis infuser organization or infuser” means a facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis-infused product, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

“Adult-use cannabis processing organization or processor” means a facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to either extract constituent chemicals or compounds to produce cannabis concentrate or incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis product, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

“Adult-use cannabis transporting organization or transporter” means an organization or business that is licensed by the Illinois Department of Agriculture to transport cannabis on behalf of a cannabis business establishment, or a community college licensed under the Community College Cannabis Vocational Training Pilot Program, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

“Animal Hospital” means an establishment for the care and treatment of the diseases and injuries of animals and where animals may be boarded during their convalescence. An “Animal Hospital” shall not include a “Kennel” or “Pet “Day Care Service.”

“Art Gallery” means an establishment engaged in the sale, loan and/or display of paintings, sculpture, video art or other works. “Art Gallery” does not include “Cultural Facility,” such as a library, museum or non-commercial gallery that may also display paintings, sculpture, video art or other works.

“Arts & Business Center” means a use of a building that may include one or a combination of uses including the following: Artisanal Fabricators; Micro Industrial; Offices with ancillary conference rooms, meeting rooms, classrooms, performance spaces, and storage spaces associated with an active tenant; or other compatible permitted uses within the underlying zoning district.

“Artisanal Fabricator” means the application, teaching, making, or fabricating of crafts or products by an artist, artisan or craftsperson either by hand or with minimal automation and may include direct sales to consumers. This definition includes uses that employ activities and processes such as small-scale fabrication, welding, and coating, and small batch food and beverage preparation or sales. Examples may be the following or similar to (as determined by the Zoning Administrator):

- Woodworking and cabinet shops.
- Ceramic studios.
- Jewelry manufacturing.
- Leatherworking.
- Small-scale metalworking.
- Glassworking.
- Candle-making.
- Small-batch bakeries or food production, but not meat processing and packaging.
- Micro-breweries or distilleries.
- Screenprinting, embroidering, and fabric dying.
- Textiles and papercrafts.

“Arts Studio” means an establishment where an art, type of exercise or activity is taught or studied, such as dance, martial arts, gymnastics, or yoga.

“Assembly Hall” means a facility for meetings, events, or community programs including, but not limited to, public meeting halls, convention centers, exhibition halls, or auditoriums.

“Banquet Facility” means a building, or portion of a building, operated as a business and rented to individuals or organizations for the prearranged hosting of private events, including but not limited to banquets, receptions, meetings, weddings, anniversaries, celebrations, seminars, dinners, and similar gatherings. The primary and exclusive use of the facility is the catering and hosting of such private events under the sponsorship of a particular person or organization. Food service, including meals, hors d’oeuvres, or buffet service, may be provided or permitted, and alcoholic beverages may be served as an incidental component of the event with the proper Village approvals. Ancillary activities such as music, dancing, or entertainment may be included in conjunction with the scheduled event. A banquet facility is not a function room.

“Car-share” means a membership-based sharing service that allows users to book automobiles via an app for quick, on-demand access to members, billable by the hour or day. Car-sharing is not considered a motor vehicle rental establishment.

“Car Wash, automated” means an establishment that is stand-alone, that engages in the washing and cleaning of passenger vehicles, recreational vehicles, or other light duty equipment, within an enclosed building.

“Car Washes, Hand” means an establishment that engages in washing and cleaning passenger vehicles, recreational vehicle, or other light duty equipment that is conducted within an enclosed building, this does not include a mobile detailing or mobile car wash office.

“Cemetery” means land and structures dedicated to the burial of the dead, including mausoleums, and necessary sales and maintenance facilities.

“Cluster” means a minimum of either three (3) attached stacked flat buildings or three (3) townhouse buildings.

“Community Center” means a facility operated for social, educational, and/or recreational purposes. A facility is considered to be a “community center” when three (3) or more of the following uses are operated therein:

1. Assembly Hall
2. Arts Studio
3. Banquet Facility
4. Cultural Facility
5. Indoor Amusement Facility
6. Live Entertainment
7. Social Club or Lounge
8. Outdoor Amusement Facility
9. Park/Playground
10. Place of Worship

“Community Residence” means a group residence consisting of a group home or specialized residential care home licensed, certified or accredited by the appropriate state or federal agencies and serving as a single housekeeping unit for the housing of unrelated persons with functional disabilities who share responsibilities, meals, recreation, social activities, and other aspects of residential living. “Community Residence” does not include a residence that serves as an alternative to incarceration for a criminal offense or a “Residential Care Facility.”

1. Community Residence - Small: A community residence providing living accommodations for no more than eight (8) residents, including live-in staff. Visiting staff who do not reside within the community residence shall not be counted for purposes of establishing the number of residents.

2. Community Residence - Large: A community residence providing living accommodations for more than eight (8) residents, including live-in staff. Visiting staff who do not reside within the community residence shall not be counted for purposes of establishing the number of residents.

“Contractor Office” means a commercial establishment primarily engaged in providing services related to the building trades, including but not limited to landscaping, electrical, plumbing, carpentry, or similar construction services. A contractor office may include indoor office space and enclosed indoor storage incidental to the operation. Outdoor storage, including the storage of equipment, materials, or vehicles outside of enclosed structures, is prohibited.
“Country Club” means a club organized and operated primarily for social and outdoor recreation purposes with recreation facilities for members, their families and invited guests.

“Crematorium” means a facility for the incineration of human or animal remains to ashes. Funeral services and/or visitation are prohibited.

“Cultural Facility” means cultural services and facilities including, but not limited to, museums, cultural centers, historical societies, and libraries.

“Currency Exchange” means an establishment that exchanges common currencies, sells money orders, or cashiers checks and cashes checks as its principal business activity. “Currency Exchange” shall not include a “Financial Institution,” “Pawn Shop” or “Payday or Title Loan Agency.”

“Day Care Center, Adult” means a facility, other than within a residential dwelling, providing care for more than three (3) elderly and/or functionally impaired adults in a protective setting for less than twenty-four (24) hours per day. An “Adult Day Care Center” does not include a program

operated by a “Place of Worship,” that provides care for elderly and/or functionally impaired adults in a protective setting for less than twenty-four (24) hours per day.

“Day Care Center, Child” means a facility, other than within a residential dwelling, providing care for more than three (3) children in a protective setting for less than twenty-four (24) hours per day, including pre-schools and nursery schools. A “Child Day Care Center” does not include a program or classes operated by an “Educational Facility” (all types) or “Place of Worship,” that provides care for children for less than twenty-four (24) hours per day (in such cases, the day care services shall be considered part of the “Educational Facility” (all types) or “Place of Worship”).

“Day Care Home, Adult” means a residential dwelling in which a permanent occupant of the dwelling provides care in a protective setting for up to six (6) elderly and/or functionally impaired adults from outside households who do not spend the night at the dwelling.

“Day Care Home, Child” means a residential dwelling in which a permanent occupant provides care for no more than eight (8) children on a regular basis. The total number of children counted shall include children from outside households as well as the provider’s own natural or adopted children and any other persons under the age of twelve (12). Such use shall be conducted in compliance with all federal, state, and local requirements including, but not limited to, licensing, health, safety and building code requirements. “Child Day Care Home” does not include facilities that receive only children from a single household.

“Drive-Through Facility” means premises used to provide or dispense products or services through an attendant, window, or automated machine, to persons remaining in motor vehicles in a designated stacking aisle. A “Drive-Through Facility” may be in combination with other uses. A “Car Wash,” “Gas Station” or “Motor Vehicle Service and Repair (Major and Minor)” shall not be considered to maintain a “Drive-Through Facility,”

“Driving Range” means land improved with distance markers, clubs, balls, and tees for practicing the striking of golf balls, which may include a snack-bar and pro-shop. Mini-golf courses are considered “Outdoor Amusement” and not a “Driving Range.”

“Dwelling, Accessory” means a dwelling unit [not greater than 600 square feet] sharing ownership and utility connections with a principal building. An Accessory Dwelling may or may not be within an outbuilding.

“Dwelling, Accessory to Non-residential” means dwelling units located above, behind, or below non-residential uses that are on the ground floor and located along the street frontage.

“Dwelling, Multi-Family” means a structure containing three (3) or more individual dwelling units with varying arrangements of party walls and entrances where each dwelling unit has an individual entrance to a common hallway or the outdoors. “Multi-Family Dwelling” shall not include “Townhouse Dwelling.”

“Dwelling, Single-Family” means a structure containing one (1) individual dwelling unit, which is located on an individual lot and is not attached to any other dwelling unit.

“Dwelling, Single-Family Attached” means a structure consisting of two (2) individual dwelling units, where each unit is located on an individual lot and units share a party wall with no opening.

“Dwelling, Stacked Flat” means a structure designed as a single building, containing two (2) or three (3) dwelling units, with units stacked vertically, each of which is designed to be occupied as a separate permanent residence.

“Dwelling, Townhouse” means a structure consisting of no less than three (3) dwelling units, with no other dwelling, or portion of other dwelling, directly above or below, where each unit has a

separate entrance and direct ground level access to the outdoors. These units are connected to other dwelling units by a single party wall with no opening. “Townhouse Dwelling” shall not include “Multi-Family Dwelling.” “Townhouse Dwelling” refers to the design of a building and does not reflect the type of ownership of the individual units.

“Dwelling, Two-Family” means a structure designed as a single building, containing two (2) separate living units, each of which is designed to be occupied as a separate permanent residence for one (1) household. A “Two-Family Dwelling” may include a common interior stairwell to both dwelling units, but each dwelling unit shall have an individual entrance.

“Educational Facility, College/University” means a post-secondary institution for higher learning that grants associate or bachelor’s degrees. The institution may also have research facilities, and/or professional schools that grant master and doctoral degrees. “Educational Facilities, College/University” also includes post-secondary theological schools for training ministers, priests, or rabbis. “Educational Facilities, College/University” shall not include “Educational Facilities, Vocational.”

“Educational Facility, Primary” means a public, private, or parochial school offering instruction at the elementary and/or junior high school levels. “Places of Worship” with “Primary Educational Facilities” shall be classified as “Educational Facilities, Primary.”

“Educational Facility, Secondary” means a public, private, or parochial school offering instruction at the senior high school level. “Places of Worship” with “Secondary Educational Facilities” shall be classified as “Educational Facilities, Secondary.”

“Educational Facility, Seminary” means a theological school for the training of priests, ministers, or rabbis.

“Educational Facility, Vocational School” means a school established to provide for the teaching of industrial, clerical, managerial or artistic skills. This definition applies to schools that are owned and operated privately for-profit and that do not offer a complete educational curriculum. “Educational Facilities, Vocational School” shall not include “Educational Facilities, College/University” or “Educational Facility, Seminary.”

“Electric Charging Station, Commercial” means a business where electricity used to power motor vehicles is stored and dispersed from fixed equipment into the charging components of motor vehicles.

“Financial Institution” means a bank, savings and loan, credit union, mortgage office, or automated teller machine (ATM). “Financial Institution” shall not include “Currency Exchange,” “Pawn Shop” or “Payday or Title Loan Agency.”

“Forest Preserve” means designated open space that preserves natural features and protects wildlife and critical environmental features. A “Forest Preserve” may include opportunities for passive recreation and environmental education.

“Freight Terminal” means a facility for freight pick-up, transfer or distribution for rail, truck, or shipping transport.

“Function Room” means a small casual space designated for gatherings, offering flexibility for various activities and occasions during the normal hours of operation. It can be adapted in layout and usage while still supporting the primary use and its services. Function rooms are only an accessory to the primary use. A function room is not a banquet facility.

“Funeral Home” means an establishment where the deceased are prepared for burial display of the deceased and rituals before burial or cremation. A “Funeral Home” may include chapels for the display of the deceased and the conducting of rituals before burial or cremation.

“Garage Storage Facilities” means a structure(s) with overhead doors, individually owned units, primarily used for the storage of personal property, and containing shared facilities. A Garage Condominium may include ancillary commercial or industrial uses, occurring entirely within the enclosed structure(s), and as permitted within the Zoning District.

“Gas Station, standalone” means a business where flammable or combustible liquids or gases used as fuel for motor vehicles are stored and dispersed from fixed equipment into the fuel tanks of motor vehicles. A gas station is not a facility that provides long-haul truck parking, overnight parking, shower facilities, or fueling facilities for Truck Class Six or greater (6-8) as designated by the US Department of Energy, as represented in those classes in the following diagram, which is indicative of a truck stop.

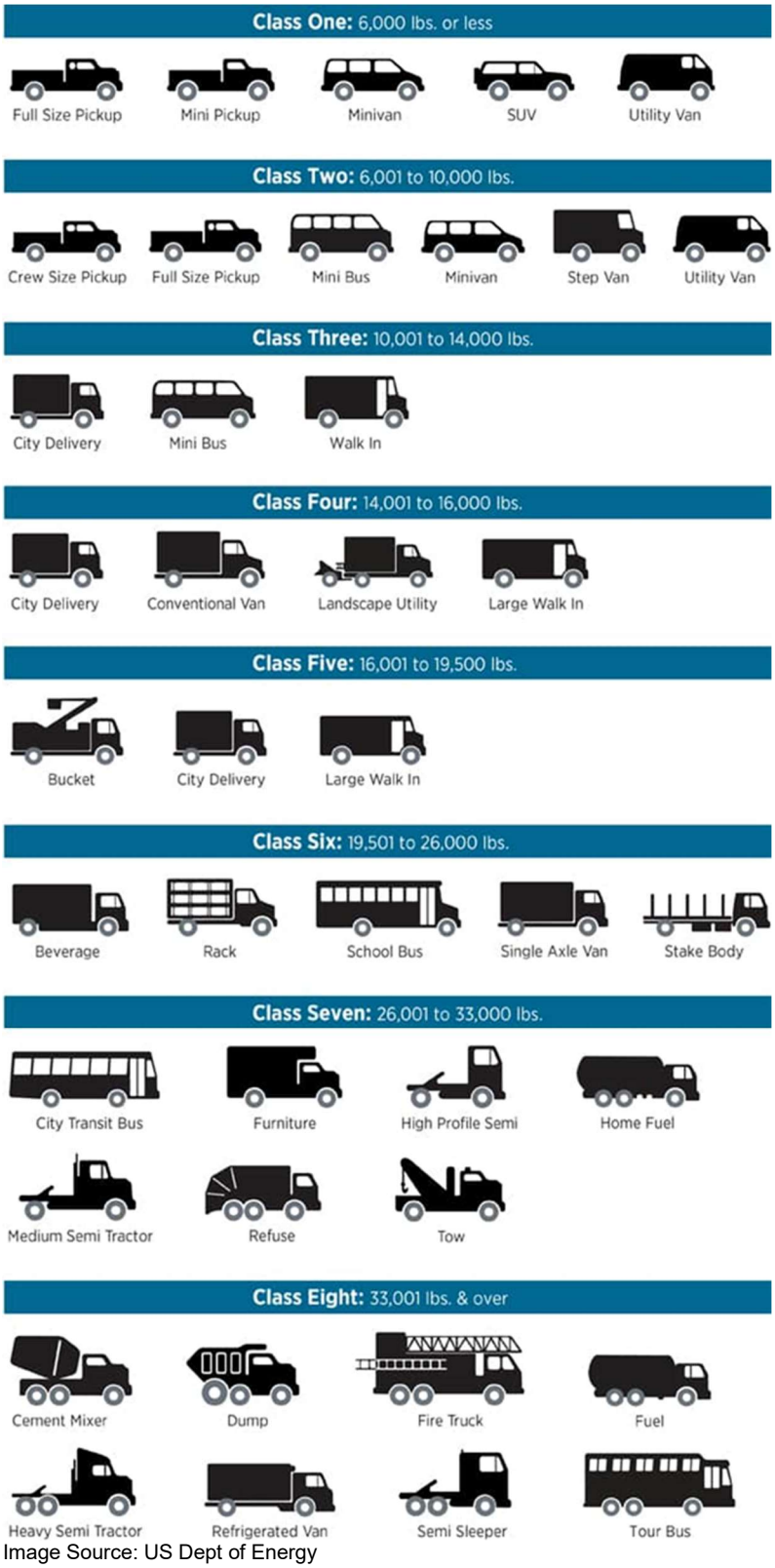


Image Source: US Dept of Energy

"Gas station, with car wash" means a business where flammable or combustible liquids or gases used as fuel for motor vehicles are stored and dispersed from fixed equipment into the fuel tanks of motor vehicles that also has an accessory car wash with no more than one bay serving one

vehicle at a time. A gas station is not a facility that provides long-haul truck parking, overnight parking, shower facilities, or fueling facilities for Truck Class Six or greater (6-8) as designated by the US Department of Energy, as represented in those classes in the following diagram, which is indicative of a truck stop.

“Golf Course” means land improved with at least nine (9) holes for playing golf and improved with tees, greens, fairways, and hazards. A golf course may include a clubhouse, restrooms, and shelters as accessory uses. A “Driving Range” may be included as part of a “Golf Course.”

“Government Facility” means a structure owned, operated and/or occupied by a governmental agency to provide a governmental service to the public. “Government Facility” includes public safety facilities and public works facilities but does not include park district field houses or recreation centers, which would be considered a “Park/Playground,” or school buildings, which would be considered “Educational Facilities.”

“Greenhouse/Nursery” means an establishment whose principal activity is the selling of plants, primarily grown on the site, and having outside storage, growing or display of plants and related materials such as planting materials and arts and crafts items. A “Greenhouse/Nursery” is a retail operation and does not include landscape businesses.

“Health and Fitness Center” means an establishment providing facilities, equipment, and services for physical exercise, conditioning, health maintenance, and recreational fitness activities. A Health and Fitness Center may include large gymnasiums, weight and cardio training areas, group exercise rooms, indoor courts or turf areas, locker rooms, saunas, and related amenities. Accessory services may include, but are not limited to, personal training, instructional classes, nutrition or wellness programs, pro shops, and juice bars. A “Health and Fitness Center” primary purpose is to provide access to facilities and equipment for self-directed physical exercise and conditioning, rather than the instruction or study of a specific art, discipline, or activity.

“Heavy Retail, Rental and Service” means an establishment that offers retail, rental and/or service of heavy equipment and may have permanent outdoor service or storage areas, or partially enclosed structures including, but not limited to, lumberyards, heavy equipment rental and leasing, truck storage, rental and repair, recreational vehicle sales, and outdoor equipment sales and rental.

“Homeless Shelter” means a facility providing temporary housing to homeless persons that may also provide ancillary services, such as counseling, meals and/or vocational training,

“Hospital” means an institution providing health services primarily for inpatient, or medical or surgical care for the sick or injured, and including the related facilities located within a “Hospital,” such as laboratories, outpatient departments, training facilities and classrooms, central service facilities and staff offices are integral to the facility.

“Hotel/Motel” means an establishment providing, for a fee, sleeping accommodations and customary lodging services, including maid service, the furnishing and upkeep of furniture and bed linens, and telephone and desk service. Related ancillary uses may include, but shall not be limited to, conference and meeting rooms, restaurants, bars, and recreational facilities.

“Indoor Amusement Facilities” means a facility for spectator and participatory uses conducted within an enclosed building, such as health clubs, movie theaters, bowling alleys and pool halls. “Indoor Amusement Facilities” may include accessory uses, such as snack bars or restaurants, for the use of patrons but do not include “Live Entertainment.”

“Live Entertainment” means any entertainment activity provided for pleasure, enjoyment, recreation, relaxation, diversion or other similar purpose by a person or persons (or at least some persons within a group) who are physically present when providing an activity to a patron or group of patrons (or partial group) who are physically present. “Live Entertainment” includes Broadcast

Entertainment and pre-recorded events played for an audience that is at least partially physically present. “Restaurants” that regularly host such performances shall be considered “Live Entertainment” uses. A “Live Entertainment” establishment may provide food for consumption on the premises. “Live Entertainment” shall not include any adult uses. “Live Entertainment - Outdoor” means Entertainment that wholly or in any part, including fixtures, attendees, and sound systems, is outside of a fully enclosed permanent structure.

“Manufacturing, General” means an establishment where manufacturing of products from processed or unprocessed raw materials, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales, and distribution of such products is conducted. This manufacturing may produce noise, vibrations, illumination, or particulate that is perceptible to adjacent land users but is not offensive or obnoxious. “General Manufacturing” includes gravel yards, concrete and asphalt batch plants, and sealcoating businesses. A “General Manufacturer” use may also include a showroom related to the items manufactured on-site and secondary retail sales to the public.

“Manufacturing, Light” means an establishment where manufacturing from previously prepared materials of finished products or parts, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales, and distribution of such products is conducted, provided all manufacturing activities are contained entirely within a building and noise, odor, smoke, heat, glare, and vibration resulting from the manufacturing activity are confined entirely within the building. A “Light Manufacturer” use may also include a showroom related to the items manufactured on-site and secondary retail sales to the public.

“Medical Cannabis Cultivation Center” means a facility operated by an organization or business that is registered by the Department of Agriculture to perform necessary activities to provide only registered medical cannabis dispensing organizations with usable medical cannabis.

“Medical Cannabis Dispensary” means a facility operated by an organization or business that is registered by the Department of Financial and Professional Regulation to acquire medical cannabis from a registered cultivation center for the purpose of dispensing cannabis, paraphernalia, or related supplies and educational materials to registered Cardholders for medical use by registered qualifying patients. “Medical Cannabis Dispensary” may also be called a “Dispensing Organization” or “Dispensary”.

“Medical/Dental Clinic” means an establishment where one (1) or more physicians, dentists, chiropractors, or other licensed practitioners of the healing arts offer examination and treatment of patients solely on an outpatient basis. “Medical/Dental Clinics” also include alternative medicine clinics, such as acupuncture, and physical therapy offices.

“Micro Industrial” means compact production units that handle advanced manufacturing and technology development, training, design, assembly, and packaging with minimal distribution.

“Mini-Warehouse” means a facility used for the storage of property where individual renters control individual storage spaces. A “Mini-Warehouse” may also include accessory retail sales of packing, moving and storage supplies, and rental of moving vehicles.

“Motor Vehicle Aftermarket Enhancements” means an establishment engaged in aftermarket motor vehicle work including, but not limited to, decal application, vehicle wrapping, window tinting, audio installation, vehicle alarms, installation of remote starters, wheel personalization, and reupholstery. The retail sale of Motor Vehicle Aftermarket Enhancement products incidental to such work shall be permitted on the same premises.

“Motor Vehicle Dealership” means an establishment that sells or leases new or used automobiles, trucks, vans or motorcycles, or other similar motorized vehicles. A dealership may maintain an

inventory of the vehicles for sale or lease either on-site or at a nearby location and may provide on-site facilities for the repair and service of the vehicles sold or leased by the dealership.

“Motor Vehicle Operations Facility” means an establishment where emergency medical care vehicles, taxicabs, tow trucks and livery vehicles are dispatched, stored, and maintained. “Motor Vehicle Operations Facility” shall not include facilities where the municipal vehicles of the fire, police or other municipal departments are dispatched, stored and/or maintained, which are considered “Government Facilities.”

“Motor Vehicle Rental Establishment” means an establishment offering rental of automobiles and vans, including incidental parking and servicing of rental vehicles. A “Motor Vehicle Rental Establishment” does not include car-sharing facilities, which are accessory uses to parking facilities.

“Motor Vehicle Service and Repair, Major” means establishments involved in engine rebuilding, major reconditioning of worn or damaged motor vehicles or trailers, towing and collision service, including body, frame or fender straightening or repair, and painting of motor vehicles.

“Motor Vehicle Service and Repair, Minor” means establishments involved in minor repairs to motor vehicles, including repair or replacement of cooling, electrical, fuel and exhaust systems, brake adjustments, relining and repairs, wheel servicing, alignment and balancing, repair and replacement of shock absorbers, and replacement or adjustment of mufflers and tail pipes, hoses, belts, light bulbs, fuses, windshield wipers/wiper blades, grease retainers, wheel bearings, and the like. “Minor Motor Vehicle Service and Repair” does not include tow truck storage and dispatch facilities.

“Mural” means a work of art applied directly on an exterior wall of a building or other structure and visible from a public right-of-way or other public area. A “Large Mural” is greater than 100 square feet in size, and a “Small Mural” is 100 square feet or smaller. Negative, unpainted space does not count towards the calculation of the mural area.

“Off-Street Parking Lot (Principal Use)” means an open, hard-surfaced area, other than street or public way, available to the public, to be used for the storage, for limited periods of time, of operable passenger automobiles and commercial vehicles. Such storage may be for compensation, free or as an off-site accommodation to residents of a multi-family dwelling, or clients and customers of a business.

“Office” means an establishment for the processing, manipulation or application of business information or professional expertise, which may or may not offer services to the public. An “Office” is not materially involved in fabricating, assembling, or warehousing of physical products for the retail or wholesale market, nor is an office engaged in the repair of products or retail services. It is characteristic of an “Office” that retail or wholesale goods are not shown on the premises to a customer. Examples include, but are not limited to, professional offices for non-profit organizations, advertising, accounting, investment services, insurance, contracting, architecture, planning, engineering, legal services, and real estate services. “Office” does not include government offices, which are considered a “Government Facility.”

“Outdoor Amusement Facility” means a facility for participatory, and spectator uses conducted outdoors, which may include partially enclosed facilities. Typical uses include, but are not limited to, mini-golf courses, batting cages, and amusement parks. An outdoor amusement facility includes accessory uses, such as food stands, snack bars, or restaurants for the use of patrons.

“Outdoor Dining” means a space provided by a restaurant, tavern/bar, winery, brewery, or banquet business consisting of seating and tables and where food and/or beverages are served. The Outdoor Dining Area is delineated by hardscape structures or fixtures and is generally utilized by the patrons directly relating to the outdoor dining area sponsor.

“Outdoor Seating Area” means additional outdoor seating provided as a respite area to business patrons or the general public, which is on the property of said business or within the right-of-way adjacent to said property and where no food or beverages are served.

“Outdoor Storage” means a designated area for the keeping or storage of materials, equipment, machinery, vehicles (including commercial trucks and trailers), or recreational vehicles, whether operable or inoperable, that are used in the conduct of a business, or held on-site as part of business operations (such as towing, repair, or fleet management).

“Park/Playground” means land and structures designed to serve the open space and recreational needs of the residents of the community. “Parks” include public indoor or outdoor recreation facilities, such as ballfields, football fields, soccer fields, basketball courts, playgrounds, and park district field houses.

“Parking Structure (Principal Use)” means a structure composed of one (1) or more levels or floors used for the parking or storage of motor vehicles.

“Payday or Title Loan Agency” means an establishment providing loans to individuals in exchange for receiving personal checks or titles to the borrowers’ motor vehicles as collateral.

“Pawn Shop” means an establishment that lends money on the deposit or pledge of physically delivered personal property, and who may also purchase of such property on the condition of selling it back again at a stipulated price. “Pawn Shop” include establishments that buy personal property, such as jewelry or artwork, made of gold or other materials for refining. Consignment shops, antique shops and jewelry stores are not considered “Pawn Shops,” but “Retail Goods Establishments.”

“Personal Services Establishment” means an establishment engaged in the provision of frequent or recurrent needed services of a personal nature. Typical uses include, but are not limited to, beauty shops, barbershops, tanning salons, massage parlors, shoe repair, laundromats, animal groomers, rental and repair facilities, dry cleaners, and tailors. However, no “Personal Services Establishment” shall repair firearms or include any adult uses.

“Pet ‘Day Care’ Service” means an establishment where domestic animals owned by another person are temporarily boarded for pay or remuneration of any sort. Overnight boarding may be available, and the establishment may offer accessory services, such as retail sales of pet care supplies, and services such as dog-walking and animal grooming.

“Pet Service” means an establishment where domestic animals receive frequent or recurrent needed services of care that are limited in duration of time. Typical uses include but are not limited to pet training and animal grooming.

“Place of Worship” means an establishment where persons regularly assemble for religious purposes and related social events and which building, together with its accessory buildings and uses, is maintained, and controlled by a religious body organized to sustain religious ceremonies and purposes. A “Place of Worship” may include group housing for persons under religious vows or orders, such as a rectory or convent. “Places of Worship” may also include day care facilities and/or weekly religious instruction.

“Planned Unit Development” means the development of a land area as a single unified development, where certain Zoning Ordinance regulations, such as bulk and use standards, may be modified to allow for more flexible planning in conformance with the planned unit development standards and approval processes.

“Recycling Facility, Convenience Drop-Off” means a convenience drop-off recycling facility receives Recyclable Materials and is an interior, ancillary use to another business. Examples of

convenience drop-off recycling facilities include collections for plastic bags, batteries, and compact fluorescent light bulbs within retail stores. Unattended drop-off boxes are not included.

“Recycling Facility, General Construction or Demolition Debris” means a facility that exclusively accepts general construction or demolition debris and receives permit authority by the Illinois Environmental Protection Agency requiring compliance with Section 22.38 of Section 415 ILCS 5 of the Illinois Environmental Protection Act for recycling. General construction or demolition debris means non-hazardous, uncontaminated materials resulting from the construction, remodeling, repair and demolition of utilities, structures, and roads, limited to the following: Bricks, concrete, and other masonry materials; soil; rock; wood, including non-hazardous painted, treated and coated wood and wood products; wall coverings; plaster; drywall; plumbing fixtures; non-asbestos insulation; roofing shingles and other roof coverings; reclaimed or other asphalt pavement; glass; plastics that are not sealed in a manner that conceals waste; electrical wiring and components containing no hazardous substances; and corrugated cardboard, piping or metals incidental to any of those materials as defined in Section 3.160(a) of Section 415 ILCS 5 of the Illinois Environmental Protection Act. Unattended drop-off boxes are not included.

“Recycling Facility, Major” means a recycling facility, major, is a facility with an operation which receives/stores/processes recyclable materials other than general construction or demolition debris, in whole or part outside an enclosed building or structure. It is a business that accepts by donation or purchase, recyclable materials from the general public, other recycling facilities, local government agencies, and other business enterprises. The facility is used for the collection, sorting, short-term storage, cleansing, treating, and reconstitution of recyclable materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. A recycling facility, major, is not a solid waste facility and does not accept material that is not source separated and separated for reuse. A recycling facility, major, does not include operations that are completely indoors. Unattended drop-off boxes are not included.

“Recycling Facility, Minor” means a recycling facility, minor, is a facility which receives/stores/processes recyclable material, other than general construction and demolition debris, that is conducted completely indoors or involving outdoor operations (by approved Special Use Permit) with materials stored in containers, and that is otherwise not a major recycling facility and is not a convenience drop-off recycling facility. Unattended drop-off boxes are not included.

“Research and Development Facility” means an establishment where research and development are conducted in industries that include, but are not limited to, biotechnology, pharmaceuticals, medical instrumentation or supplies, communications and information technology, electronics and instrumentation, and computer hardware and software.

“Residential Care Facility” means a group care facility, licensed by the state, for twenty-four (24) hours medical or non-medical care of persons in need of personal services, supervision, or assistance essential for sustaining the activities of daily living, or for the protection of the individual. Residential care facility includes nursing care, independent living, assisted living, and continuum of care facilities.

“Restaurant” means an establishment where food and beverages are prepared and sold for consumption on the premises or for carry-out. A “Restaurant” with regular live performances (music, theater, etc.) shall be considered “Live Entertainment.”

“Retail Goods Establishment” means an establishment that provides physical goods, products, or merchandise directly to the consumer, where such goods are typically available for immediate purchase and removal from the premises by the purchaser. However, no “Retail Goods Establishment” shall sell firearms. “Retail Goods Establishment” shall not include any adult uses.

“Shooting Range” means an indoor facility for the discharging of firearms for the purposes of target practice.

“Smoke Shop” means an establishment primarily engaged in the sale of tobacco products and smoking instruments, and/or allows the smoking of tobacco products when permitted by local and state laws, such as cigar bars and hookah lounges.

“Social Club or Lodge” means an establishment for a membership organization that holds regular meetings and schedules events that caters exclusively to members and their guests. A “Social Club or Lodge” may, subject to other regulations controlling such uses, maintain dining facilities or engage professional entertainment for the enjoyment of dues-paying members and their guests. “Social Club or Lodge” shall not include “Country Club.”

“Solar Farm” means a facility that consists of a cluster or group of photovoltaic cells or other solar collectors and generators used for the production of electric power. A solar farm is the principal use of the lot. Solar energy systems constructed to provide energy to a principal use on the same zoning lot are not considered solar farms.

“Sports training facilities” means a privately owned indoor and/or outdoor facilities devoted to training any organized sports, including but not limited to, soccer, baseball, basketball, and tennis.

“Tattoo Parlor” means an establishment whose principal business activity, either in terms of operation or as held out to the public, is the practice of placing of designs, letters, figures, symbols, or other marks upon or under the skin of any person, using ink or other substances that result in the permanent coloration of the skin by means of the use of needles or other instruments designed to contact or puncture the skin. Establishments that offer body piercing shall be considered “Tattoo Parlors.”

“Tavern/Bar” means an establishment serving alcoholic beverages in which the principal business is the sale of such beverages at retail for consumption on the premises. Snack foods or other prepared food may be available for consumption on the premises as an accessory use only. A “Tavern/Bar” with live performances (music, theater, etc.) is considered “Live Entertainment.” A microbrewery or distillery that serves the general public is considered a “Tavern/Bar.”

“Urban Agriculture” means the production and processing of crops, applying large-scale, intensive production methods to yield a diversity of crops.

“Utility, Private” means utilities that are not subject to Village acceptance for operation or maintenance. For purposes of this Ordinance, private utilities include natural gas lines, power lines, telephone lines, cable television lines, fiber optic lines and other communication lines, their appurtenances and components and the utility companies’ operation, maintenance, repair, and replacement of same. Aboveground private utility structures, such as pedestals for cable wire access or other access points for underground infrastructure (communications wiring, fiber optic, etc.) shall be considered a “Private Utility.”

“Warehouse/Distribution” means the storage, wholesale, and distribution of manufactured products, supplies and equipment. A “Warehouse/Distributor” use may also include a showroom related to the items stored on-site and secondary retail sales to the public. A Warehouse is not a data center.

“Wind Farm” means a facility that consists of a cluster or group of wind turbines and generators used for the production of electric power. A “Wind Farm” is the principal use of the lot.

“Wireless Telecommunications Antenna” means a device used to transmit and/or receive telecommunications signals, or other signals transmitted to or from other antennas. “Wireless Telecommunications Antenna” does not include “Satellite Dish Antenna.”

“Wireless Telecommunications Facility” means an un-staffed structure used to house and protect the equipment necessary for processing telecommunications signals, which may include air conditioning equipment and emergency generators.

“Wireless Telecommunications Tower” means a structure designed and constructed to support one (1) or more “Wireless Telecommunications Antennas” and including all appurtenant devices attached to it. A tower can be freestanding (solely self-supported by attachment to the ground) or supported (attached directly to the ground and with guy wires) of either lattice or monopole construction.

“Zoo” means a facility for exhibition and viewing of wild animals. A “Zoo” includes accessory uses, such as snack bars, refreshment stands and restaurants for the use of patrons.

CHAPTER 20.72 - GENERAL TERMS DEFINITIONS

20.72.010 – Purpose.
20.72.020 – Interpretation.
20.72.030 – General terms definitions.

20.72.010 – Purpose.

This Chapter contains definitions for general terms used throughout the Ordinance.

20.72.020 – Interpretation.

The language set forth in the text of this Ordinance shall be interpreted in accordance with the following rules of construction:

A. The singular number includes the plural, and the plural the singular.

B. The present tense includes the past and future tenses, and the future tense includes the present.

C. The word “shall” is mandatory, while the word “may” is permissive.

D. Both of the terms “shall not” and “may not” are prohibiting.

E. The masculine gender includes the feminine and neuter.

F. Whenever a defined word or term appears in the text of this Ordinance, its meaning shall be construed as set forth in the definition. Any word appearing in parenthesis, between a word and its definition herein, shall be construed in the same sense as that word. Words not defined shall be interpreted in accordance with the definitions considered to be normal dictionary usage.

G. If a definition contains a regulation and the use is inconsistent with that regulation, the use is prohibited.

20.72.030 – General terms definitions.

“Abut” means to share a common lot line or zoning district boundary without being separated by a street or alley.

“Accessibility Ramp” means a ramp or similar structure that provides wheelchair or similar access to a building.

“Accessory Structure” means a structure located on the same lot with the principal building and is customarily incidental and subordinate to the use of the principal building, see also Outbuilding.

“Addition or Enlargement” means any construction that increases the size of a building or structure in terms of site coverage, height, length, width, or floor area.

“Allée” means a row of trees planted along a Thoroughfare or Pedestrian Walkway.

“Alley” means a public way not exceeding twenty-five (25) feet in width at its intersection with a street, customarily used for ingress to and egress from service entrances of buildings.

“Alteration” means any change in the size, shape, character, occupancy, or use of a building or structure.

“Amateur (HAM) Radio Equipment” means an amateur (HAM) radio station licensed by the Federal Communications Commission (FCC), including equipment such as, but not limited to, a tower or alternative tower structure supporting a single, radiating antenna platform and other equipment.

“Arcade” in architecture is a structure composed of a series of arches supported by columns or piers. Often seen in both classical and modern designs, arcades serve both functional and aesthetic purposes in buildings and public spaces. These elements can create walkways, offer protection from the elements, and provide a sense of grandeur in both indoor and outdoor settings. The design of an arcade usually features a row of arches that may be either open or enclosed, depending on the building’s purpose. Commonly found in courtyards, shopping streets, or public squares, arcades allow for natural light and airflow while also offering shelter. In historical contexts, they were often used to connect different parts of a building or to define a boundary, creating a seamless transition between spaces.

“Architectural Feature” means a part, portion, or projection that contributes to the aesthetics of a building or structure, exclusive of signs, that is not necessary for the structural integrity of the building or structure, or to make said building or structure habitable.

“Architectural Lighting” means lighting designed for architectural beauty, shape, and/or form for which lighting and other purpose is incidental.

“Arbor” means a freestanding structure used in a garden to support vines or climbing plants.

“Arrays” means a group of antennas arranged by a wireless telecommunications service provider and placed on a tower, structure, or building at a given height aboveground to provide the desired directional characteristics.

“Attention Getting Device” means any pennant, flag, festoon, valance, propeller, pole covers, spinner, streamer, balloons, changing colors, rotating, or moving displays and any similar device or ornamentation designated for the purposes of attracting attention, promoting, or advertising.

“Attic” a room or space that is just below the roof of a building and that is often used to store things.

“Awning” means a roof-like cover, often of fabric or metal, designed and intended for protection from the weather or as a decorative embellishment, and which projects from a wall or roof of a structure over a window, walk or door. For “Awnings” used as a sign, see “Sign, Awning.”

“Backlight” means an exterior luminaire, lumens emitted in the quarter sphere below horizontal and in the opposite direction of the intended orientation of the luminaire. For luminaires with symmetric distribution, backlight will be the same as front light.

“Balcony” means a platform which projects from the exterior wall of a building above the ground floor, which is exposed to the open air, has direct access to the interior of the building, and is not supported by posts or columns extending to the ground.

“Banner” See “Sign, Banner.”

“Basement” means that portion of a building located partly underground but having one-half (½) or less of its clear floor-to-ceiling height below the average grade of the adjoining ground. A basement is counted as a story for the purposes of height regulation.

“Bay Window” means a window which projects outward from the building, beginning at least two (2) feet above ground, which does not rest on the building foundation or on the ground and is part of the bulk requirements.

“Berm” means an earthen mound designed to provide visual interest on a site, screen undesirable views, reduce noise or fulfill other such purposes.

“Biophilic design” means the philosophy of design based on the idea that humans need to interact with nature in the built environment to support physical and mental well-being.

“Block” means a tract of land bounded by streets or, in lieu of a street or streets, by public parks, cemeteries, railroad rights-of-way, bulkhead lines or shorelines of waterways or a corporate boundary line of the Village of Mundelein.

“Blockface” or “Block Face” means that portion of a block or tract of land facing the same side of a single street and lying between the closest intersecting streets, or between an intersecting street and railroad right-of-way or waterway.

“Blue Roof” means a roof designed to store water and discharge water, typically rainfall.

“Broadcast Entertainment” means transmission of a program or information by radio, television, or fiber/internet.

“Buffer Yard” means land area with landscape plantings and other components used to visibly separate one use from another or to shield or block noise, lights, or other nuisances.

“BUG” is a luminaire classification system that classifies backlight (B), uplight (U), and glare (G).

“Buildable Area” means the space remaining on a zoning lot after the minimum open space requirements of this Ordinance have been complied with.

“Buildable Lot” means a lot on which a building or other structure may be erected in conformity with zoning and building code requirements.

“Building” means any structure with substantial walls and roof securely affixed to land and entirely separated on all sides from any similar structure by space or by walls in which there are no communicating doors, windows, or similar openings.

“Building Height, Principal Building” means the vertical distance measured from grade to:

1. In the case of a flat roof, the highest point.

2. In the case of a mansard roof, the deck line.

3. In the case of a gable, hip or gambrel roof, the mean point between the eaves and the ridge.

Chimneys, spires, steeples, towers, elevator penthouses, tanks, and similar projections other than signs shall not be included in calculating the height.

“Building Height, Accessory Structure” means the vertical distance measured from grade to the highest point of the roof or the highest point of the structure.

“Building Coverage” means the portion of a lot that is occupied by buildings or structures, including accessory structures, expressed as a percentage of total lot area.

“Building Line” means a horizontal line across the portion of the façade of a building that is closest to a property line.

“Building, Principal” means a non-accessory building in which a principal use of the lot on which it is located is conducted.

“Build-to-Line” means the specific distance from the lot line along which a building façade must be built. A zero (0) foot build-to-line requires a building façade to be built along that lot line.

“Bulk” means the term used to describe the size and mutual relationships of buildings and other structures as to size, height, coverage and shape, location of exterior walls in relation to lot lines, the center line of streets, other walls of the same building, and to other buildings or structures, and to all open spaces relating to the building or structure.

“Business” means an occupation, employment, or enterprise which occupies time, attention, labor, and materials, or wherein merchandise is exhibited or sold, or where services are offered.

“Caliper” means the American Association of Nurserymen standard for trunk measurement of nursery stock, as measured at six (6) inches above the ground for trees up to and including four (4) inch caliper size, and as measured at twelve (12) inches above the ground for larger sizes.

“Canopy” means a structure, other than an awning, made of materials such as canvas, or materials with a frame, either attached to a building or projecting from a building, and carried by a frame supported by the ground or sidewalk. For “Canopies” with signs see “Sign, Canopy.”

“Cardholder” means a qualifying patient allowed the medical use of cannabis or a Designated Caregiver who has been issued and possesses a valid registry identification card by the Department of Public Health.

“Carnival/Circus” means a traveling or transportable group or aggregation of rides, shows, games, or concessions or any combination thereof.

“Carport” means a roofed structure providing space for the parking or storage of motor vehicles and enclosed on not more than two (2) sides.

“Cellar” means a part of a building having more than one-half (½) of its height below the average grade of the adjoining ground. A “Cellar” is not counted as a story for the purposes of building height.

“Chert” means a hard, brittle sedimentary rock made of microcrystalline quartz. It's often reddish-brown to green, but can also be white, pink, brown, or black. Chert is usually found in nodules in limestone and dolomite, and has curved fractures.

“Chimney” means a vertical shaft of reinforced concrete, masonry or other approved material enclosing one (1) or more flues, for the purpose of removing products of combustion from solid, liquid, or gaseous fuel.

“Christmas Tree Sales Lot” means a retail sales operation, generally conducted wholly outdoors, that offers for sale on a temporary, limited basis Christmas trees and related holiday items such as wreaths and Christmas tree stands.

“Civic” means services dedicated to the public, typically including culture, education, recreation, government, transit, and municipal parking.

“Collocation” means placement of wireless telecommunications equipment from more than one (1) service or service provider on a single tower or site.

“Commercial Vehicle” means a vehicle owned and used for commercial purposes, such as the transportation of persons or property in the furtherance of any commercial or industrial enterprise, for-hire or not-for-hire.

“Conforming Structure” means any structure that complies with all the regulations of this Ordinance, or any amendment hereto, governing bulk for the zoning district in which such structure is located or is designed or intended for a conforming use.

“Contiguous” means adjoining or abutting.

“Correlated Color Temperature” means the perceived color of the light emitted by a lamp, expressed in kelvin (K) units. The lower the kelvin rating, the “warmer” or more yellow the light; the higher the rating, the “cooler” or more blue the light.

“Courtyard Building” means a residential or public structure arranged around a central, open-air, and often private courtyard, which acts as an oasis for light, air, and recreation. Typically U- or L-shaped, they often feature multiple stories, providing secure, semi-private outdoor space for residents in urban areas.

“Cul-de-sac” means a local residential street with only one (1) outlet and having an appropriate terminus for the safe and convenient reversal of traffic movement.

“Curb Level” means the level of the established curb in front of the building measured at the center of such front. Where a building faces on more than one (1) street, the “Curb Level” shall be the average of the levels of the curbs at the center of the front of each street. Where no curb elevation has been established, the mean level of the land immediately adjacent to the building shall be considered the “Curb Level.”

“Curfew” means a time when outdoor lighting is reduced or extinguished as regulated by an authority.

“Deck” means a deck is a roofless outdoor space built as an aboveground platform projecting from the wall of a building and is connected by structural supports at grade or by the building structure.

“Decorative Lawn Edging” means landscape borders, made of stone, brick, wood, plastic, concrete, metal, or similar materials, used to transition from lawn to planting beds or from lawn to hardscape, such as walkways and patios.

“Designated Caregiver” means a person who: (1) is at least 21 years of age; (2) has agreed to assist with a registered qualifying patient’s medical use of cannabis; (3) has not been convicted of an excluded offense; and (4) assists no more than one registered qualifying patient with his or her medical use of cannabis.

“District” means a portion of the Village within which certain uniform regulations and requirements, or various combinations thereof, apply under the provisions of this Ordinance.

“Driveway” means an access strip of land providing a vehicular connector between the street and a parking space or garage.

“Dwelling” means a structure or portion thereof designed for occupancy by one (1) family or household for residential purposes as a single housekeeping unit. In no case shall a motor home, trailer coach, tent, or portable building be considered a “Dwelling.”

“Dwelling, Attached” means a dwelling designed as a single structure, containing separate dwelling units, each of which is designed to be occupied as a separate permanent residence for one (1) family or household. Each dwelling is separated from the other by a wall extending from the ground to the roof or a ceiling and floor extending from exterior wall to exterior wall, except for a common stairwell exterior to both dwelling units.

“Dwelling, Detached” means a dwelling entirely surrounded by open space on the same lot.

“Dwelling Unit” means a dwelling unit consists of a group of rooms constituting all or part of a dwelling, which are arranged, designed, used, or intended for use exclusively as living quarters for one (1) family or household, which include permanently installed bathroom and kitchen facilities.

“Easement” means land designed by lawful agreement between the owner(s) of the land and a person(s) for a specified use only by such person(s).

“Eave” means the projecting lower edges of a roof overhanging the wall of a building.

“Electrical Generator” means a device for generating electrical energy.

“Elevation, Building” means a scaled, flat representation of one side of a building or structure. It provides a comprehensive view of the exterior façade, highlighting key architectural features such as doors, windows, materials, and proportions.

“Elevation, Ground” means the vertical height or altitude of the land's surface at a specific location, typically measured relative to a standardized datum like mean sea level (MSL).

“Enclosed Locked Facility” means a room, greenhouse, building, or other enclosed area equipped with locks or other security devices that permit access only by a Medical Cannabis Cultivation Center’s agents or a Dispensing Organization’s agents working for the registered Cultivation Center or the registered Dispensing Organization to cultivate, store, and/or distribute cannabis to registered Cardholders for medical use by registered qualifying patients.

“Encroachment” means the extension or placement of any structure or building, or component of such, into a required setback.

“Enfront” means the act of placing, positioning, or facing an element directly along a frontage line, such as a porch or building facade.

“Entertainment” means any activity provided for pleasure, enjoyment, recreation, relaxation, diversion, or other similar purpose, through touch, taste, sight, sound, or smell, any of the following either individually or collectively: music, theatrical performances, guest speakers, poetry reading, exhibitions, spectating of sports, games, or other similar activity. Entertainment includes Live Entertainment and Broadcast Entertainment.

“Entrance, Principal” the main, primary, or most frequently used point of pedestrian access to a building or unit, typically located on the front facade. It is designed as the primary entry for visitor, often the ‘front door’ and serves as the main point of daily ingress and egress, excluding service or emergency exits.

“Erect” means to build, construct, attach, hang, place, suspend or affix.

“Exterior Lighting” means lighting equipment and controls installed within the property line and outside of a building structure, whether attached to poles, building structures, ground, or other location.

“Exterior Stairwell” means one (1) or more flights of stairs and the necessary landings and platforms

connecting them to form a continuous passage from the entryway of a floor or level to another in a building or structure located on the exterior of a principal building.

“Façade” means the face of a building.

“Family” means one (1) or more persons related by blood, marriage or civil union, legal adoption, or guardianship, including foster children, or not more than three (3) persons not so related, together with gratuitous guests and domestic servants, occupying a dwelling unit as an individual housekeeping organization.

“Farmer’s Market” means the seasonal selling or offering for sale of home-grown vegetables or produce, occurring in a pre-designated area where the vendors are generally individuals who have raised the vegetables or produce or have taken the same on consignment for retail sale.

“Fence” means an artificially constructed barrier of wood, masonry, stone, wire, metal, or other combination of materials erected to enclose, screen or separate areas.

“Firearm” means a weapon, such as a handgun, pistol, or rifle, capable of firing a projectile and using an explosive charge as a propellant.

“Flags” means flags, symbols, or crests of nations, of any organization or nations, states and cities, fraternal, religious, and civic organizations.

“Floor Area Ratio (FAR)” means the combined floor area of all the floors, measured from inner walls, of a building divided by the area of the zoning lot on which it is located.

“Flux” means a measure of visible light produced by a light source or light fitting, as measured in lumens (lm).

“Food Truck or Food/Beverage Cart” means a vehicle equipped with facilities for cooking and/or selling food, and/or beverages for immediate consumption. A food truck does not include an ice cream truck operator.

“Footcandle” means a unit of illumination. It is equivalent to the illumination at all points that are one (1) foot distant from uniform source of one (1) candlepower. A foot candle is one lumen per square foot.

“Forecourt” means an open area in front of a large building.

“Forward Light” means lumens emitted in the quarter sphere below horizontal and in the direction of the intended orientation of the luminaire.

“Frequency.” The term “Frequency” signifies the number of oscillations per second in a sound wave and is an index of the pitch of the resulting sound.

“Fully-enclosed permanent structure” means structural walls on four sides, windows, ceilings/roofs, and floors.

“Gallery, Architectural” a long, narrow covered passage or room, often open on one side or a wide platform, often spanning a large area, supported by posts or columns.

“Garage” means a building, either attached or detached, used, or designed to be used for the parking and storage of vehicles by those residents upon the premises.

“Gazebo” means a freestanding outdoor structure designed for recreational use and not for habitation.

“Glare” means lighting entering the eye directly from luminaires or indirectly from reflective surfaces that causes visual discomfort or reduced visibility.

“Grade” means when measuring building height from “Grade,” “Grade” is established at the sidewalk opposite the center of the front building façade.

“Green Roof” means a building roof partially or completely covered with vegetation and a growing medium, planted over a waterproofing membrane. It may also include additional layers such as a root barrier and drainage and irrigation systems.

“Greenhouse, Private” means a building or structure constructed chiefly of glass, glasslike or translucent material, cloth, or lath, which is devoted to the protection or cultivation of flowers or other tender plants.

“Ground Floor Transparency” means the total window area of the ground floor, not including mullions and glass doors, divided by the total façade area located between two (2) feet above grade to ten (10) feet above grade. If the entry door is constructed of glass, it is counted as part of transparency. In order to meet the transparency requirements, the window area must be comprised of glass that is tinted no more than twenty percent (20%) and a viewer must have a line of sight to the inside of the establishment from outside.

“Hedge” means a row of closely planted shrubs, bushes, or any kind of plant forming a boundary or fence.

“High Security Fence” means a solid masonry or metal fence or between six (6) feet and eight (8) feet in height enclosing a Medical Cannabis Cultivation Center.

“Home Occupation” means an occupation carried on in a dwelling unit by the resident, where the use of the dwelling unit for the occupation is secondary to the use of the dwelling unit for residential purposes.

“Illuminance” means the amount of light falling on a surface, measured in footcandles (lumens per square foot).

“Impervious Surface” means a measure of intensity of land use that represents the portion of a site that is occupied by buildings, structures, pavement, and other impervious surfaces that do not allow for the absorption of water. Impervious surface includes, but is not limited to buildings, detached garages, sheds, driveways, concrete, brick pavers, patios, pools and hot tubs, porches, stoops, and any other structures that would impede the absorption of water. See Section 20.52.050(F)(1) regarding impervious surface calculations for decks. The Zoning Administrator, by request, will review any permeable pavement designs to determine whether there is an opportunity to reduce the impervious surface coverage calculation.

“Incompatible Use” means a use that is incapable of direct association with certain other uses because it is contradictory, incongruous, or discordant.

“Intensity of Use” means for the purposes of this Ordinance, “Intensity of Use” is defined as square feet of gross floor area, number of dwelling units, number of employees, or other factor used as a basis for requiring parking or loading facilities.

“Kelvin” means a unit of measure used to express the perceived color of lighting.

“Lighting, Fully Shielded” means a fixture that is shielded in such a manner that light rays emitted by the fixture, either directly from the lamp or indirectly from the fixture, are projected below a horizontal plane running through the lowest point on the fixture where light is emitted.

“Lighting, Partially Shielded” means a luminaire constructed and installed in such a manner that at least 90% of light emitted by the luminaire, either directly from the lamp or a diffusing element, or indirectly by reflection or re-fraction from any part of the luminaire, is projected below the horizontal plane through the luminaire's lowest light-emitting part.

“Lighting, Unshielded” means a fixture that allows light, either directly from the lamp or indirectly from the fixture or a reflector, to be emitted above the horizontal plane running through the lowest point on the fixture where light is emitted.

“Lighting Zone” means an overlay zoning district establishing legal limits for lighting for particular areas or districts in a community.

“Light Pollution” means any adverse effect of exterior artificial light including, but not limited to, glare, light trespass, sky-glow, energy waste, compromised safety and security, and impacts on the nocturnal environment.

“Light Trespass” means exterior light that falls beyond the property it is intended to illuminate.

“Liner Building” means a building that is a shallow, often multi-story, designed to wrap around or front an unsightly structure, commonly a parking garage, surface parking lot, or service area, to hide it from public view.

“Loading Berth” means a space within a loading facility exclusive of driveways, aisles, maneuvering areas, ramps, columns, landscaping areas, office, and work areas for the temporary parking of a commercial vehicle while loading or unloading goods or materials, and which abuts upon a street, alley, or other appropriate means of access.

“Logo” means a business trademark or symbol.

“Lot” means a parcel or tract of land located within a single block, occupied, or intended for occupancy, by one (1) principal building or principal use, and having frontage upon a street.

“Lot Area” means the computed area of the lot contained within the lot lines.

“Lot Frontage” means a lot line along a street.

“Lot, Corner” means a lot situated at the junction of, and abutting on, two (2) or more intersecting streets. (See Figure 20.72-1: Corner and Interior Lots)

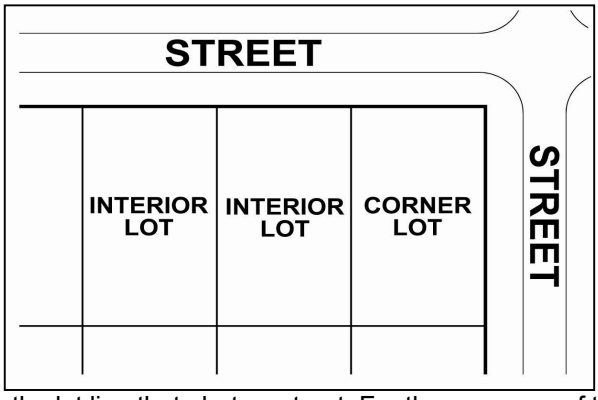
“Lot Depth” means the mean distance from the front lot line to the rear lot line measured generally parallel to the side lot lines.

“Lot, Interior” means a lot other than a corner lot or a through lot. (See Figure 18-1)

“Lot Line” means a property boundary line of a lot. Where any portion of the lot extends into an abutting street or alley, the lot line shall be deemed to be the established or existing street or alley right-of-way line.

“Lot Line, Corner” means the lot line that is perpendicular or approximately perpendicular to the front lot line, which is the longest street lot line of a corner lot abutting a street.

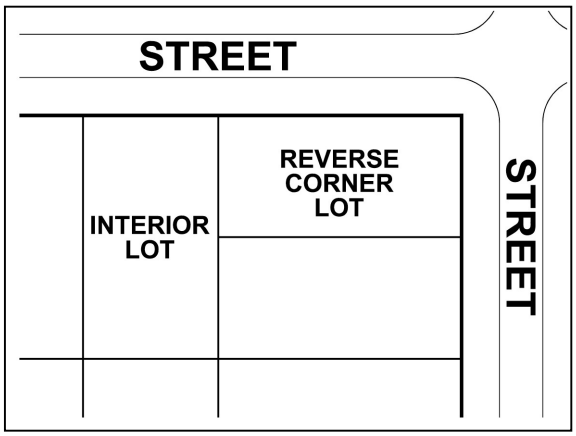
FIGURE 20.72-1: CORNER AND INTERIOR LOTS



"Lot Line, Front" means the lot line that abuts a street. For the purposes of this Ordinance, the "Front Lot Line" of a corner lot is the shortest street lot line of a corner lot abutting a street.

"Lot, Reverse Corner" means 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 20.72-2: Reverse Corner Lot)

FIGURE 20.72-2: REVERSE CORNER LOT



"Lot Line, Rear" means the lot line that is most distant from and is, or is approximately, parallel to the front lot line.

"Lot Line, Interior Side" means the lot line that is not abutting a street and is not a rear lot line.

"Lot Line, Side" means a lot line that is not a front lot line or a rear lot line, which may be an "Interior Side Lot Line" or "Corner Side Lot Line."

"Lot of Record" means a lot that is part of a subdivision, the plat of which has been recorded in the Office of the Lake County Recorder of Deeds, or a parcel of land separately described as a single tract of land in a recorded deed.

"Lot, Double Frontage" means a lot having frontage on two (2) nonintersecting streets creating two (2) front lot lines.

"Lot Width" means the horizontal distance between side lot lines measured along the front lot line. For curved front lot lines, lot width shall be measured along the arc from the point where each side lot line intersects the front lot line and shall not extend beyond the minimum required front setback

line.

“Lot, Zoning” means a tract of land located within a block which, at the time of filing for a building permit, is designated by its owner or developer as a tract to be used, developed, or built upon as a unit, under single ownership or control. A “Zoning Lot” may or may not coincide with a “Lot of Record.”

“Lumen” means the unit of measure used to quantify the amount of light produced by a lamp or emitted from a luminaire (as distinct from “watt,” a measure of power consumption).

“Luminaire” means a complete lighting unit extending from a support structure, parallel to the ground, consisting of a light source and all necessary mechanical, electrical and decorative parts, including parts designed to distribute light (reflector, lens, diffuser). A “Luminaire” does not include a pole or other support.

“Luminance” means the amount of light per unit area of light travelling in a given direction, measured in candela per square meter.

“Lux” means a measure of illuminance or light level intensity. It is equal to one lumen per square meter (see “lumen”). Lux is the metric system version of footcandle.

“Medical Cannabis Infused Product” means food, oils, ointments, or other products containing usable medical cannabis that is not smoked.

“Motor Vehicle” means any self-propelled wheeled vehicle designed primarily for transportation of persons or goods along public streets.

“Mounting Height” means the vertical distance measured from the average elevation of the existing natural grade or average elevation of the approved grade (if cut/fill activities are proposed) to the lowest light-emitting part of an installed fixture.

“Neotraditional Development Regulating Plan” means a land use schematic that shows the location of streets, blocks, public spaces, and other special features for a proposed development based upon the principles of the New Urbanist movement.

“Nonconforming Lot” means a lot of record that does not meet the lot area or lot width requirements of this Ordinance for the zoning district in which it is located.

“Nonconforming Use or Structure” means an existing use or structure, or part or appurtenance thereof, not in conformance with the requirements of this Ordinance.

“Off-Street Parking” means the storage space for an automobile on premises other than streets or rights-of-way.

“On-Right-of-Way Parking” means the storage space for an automobile that is located within the street right-of-way.

“Outbuilding” means a structure located on the same lot with the principal building and is customarily incidental and subordinate to the use of the principal building, see also “Accessory Structure”.

“Outdoor Display and Sales Area” means part of a lot used for outdoor sales and/or display of goods accessory to the principal use.

“Outdoor Fireplace” means a self-contained, manufactured noncombustible cooking unit provided with a tight-fitting screen or lid and supported off the ground by non-combustible legs.

“Outdoor Storage” means the keeping of any goods, material, merchandise, or equipment not within an enclosed building, including incidental maintenance and repair of the material that is being stored.

“Owner” means a titleholder of record, or if title is held in trust, the beneficiary of the trust or the person or persons who have acquired any interest in the property by contract or purchase or otherwise.

“Parapet” means the extension of a false front or wall above a roofline.

“Parking Structure” see Generic Use Definitions.

“Parkway” means the area, excluding the sidewalk, if any, between the property line and the curb or, in the absence of a curb, between the property line and the nearest edge of the street paving.

“Party Wall” means a wall starting from the foundation and extending continuously through all stories to or above the roof, that separates one (1) building from another but is in joint use by each building.

“Patio” means an impervious surface, no higher than one (1) foot above the ground, designed and intended for recreational use by people and not as a parking space.

“Person” means for the purposes of this Ordinance, any individual, corporation, association, firm, partnership, or joint venture.

“Photoelectric Switch” means electrical switch which automatically turn on when sufficient day light is not available and off when sufficient light is available.

“Porch” means a structure, which can be enclosed or unenclosed, that projects from the exterior wall of a building, has direct access to the street level of the building, and is covered by a roof or eaves. An “Unenclosed Porch” is a porch that is open on two (2) or more sides. An “Enclosed Porch” is a porch that is roofed, and has walls of glass, lattice, screens, and other material where at least two walls have a majority of its surface with screens that allow ventilation, airflow, and transparency.. A screened-in porch shall be considered an “Enclosed Porch.”

“Private Free Libraries” means small, enclosed structures used solely as a means for the free exchange of literary material and recorded performing arts.

“Property Line” means the lines bounding a zoning lot.

“Public Use Area (for Parking Standard Calculations)” means the area within a use where the public or a substantial number of the public has access to, including but not limited to, such areas as dining rooms, restrooms, bar seating, display areas, etc.

“Public Utility” means any person, firm, corporation, or municipal department, duly authorized to furnish under public regulation to the public cable television, electricity, gas, steam, telephone, telegraph, transportation, or water.

“Pumpkin Patch” means a retail sales operation, generally conducted wholly outdoors, that offers for sale on a temporary, limited basis pumpkins and related holiday (Halloween) items.

“Railroad Right-of-Way” means a strip of land with tracks and auxiliary facilities for track operation, but not including depots, loading platforms, stations, train sheds, warehouses, car shops, car yards, locomotive shops, or water towers.

“Real Estate Model Unit” means a residential unit temporarily used for display purposes as an example of dwelling units available or to be available for sale or rental in a particular subdivision or other residential development. Model units may also incorporate sales or rental offices for dwellings within the development.

“Recreational Equipment” means any outdoor accessory structure used on private residential property for recreational purposes including, but not limited to, swing sets, play sets, treehouses, ice rinks, and sport equipment such as basketball equipment. “Recreational Equipment” does not include equipment located on public parks/playgrounds, schools, or daycare centers.

“Recreational Vehicle” means a vehicular or watercraft unit, which is designed for travel, recreational or vacation use, and which is self-propelled, mounted on or pulled by another vehicle. Examples include, but are not limited to, boats, motor home, van, bus/truck conversions, stealth campers, off-road vehicles, snowmobiles, and similar vehicles. Passenger vehicles that do not have a trailer or RV license plate are subject to the regular parking requirements

“Recyclable Material” means reusable material, including without limitation metals, glass, plastic, paper, concrete, and organic material which is intended for reuse, remanufacture, or reconstitution for the purpose of using the altered form. Recyclable material does not include refuse or hazardous material.”

“Regulating Plan” means the document which establishes density, uses, patterns, open space and parks, and primary streets and their general locations within an overall traditional neighborhood development project.

“Residential District” means a residential district shall mean any area zoned and used for residential purposes.
“Right-of-Way” means any street, avenue, boulevard, highway, sidewalk, alley, or similar place which is owned or controlled by a governmental entity.

“Roofline” means the top edge of a roof or building parapet, whichever is higher, excluding any cupolas, pylons, chimneys, or minor projections.

“Salt Dome” means a temporary or permanent structure used to store road salt for the on-site use of the principal use of the lot.

“Satellite Dish Antenna” means a dish antenna designed for transmitting signals to a receiver or receiving station or for receiving television, radio, data, communication or other signals from other antennas, satellites, or other services.

“Setback” means the required minimum distance a building or structure, or other improvement on a lot, must be located from a lot line.

“Setback, Secondary Front” in a TND means the side of a corner lot or building that faces a secondary street, which is not the primary address or main entrance.

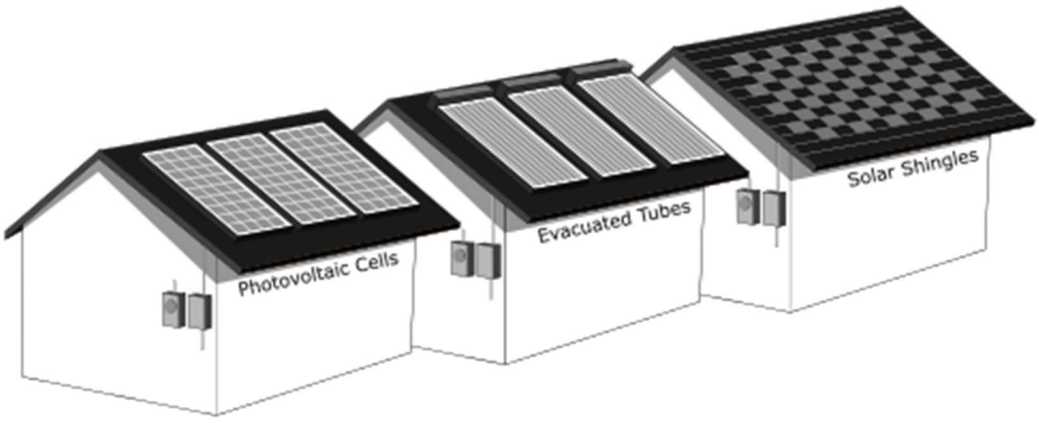
“Shed” means a relatively small accessory structure often purchased pre-built or as a kit in prefabricated sections. It is not designed to be served by heat, electricity, or plumbing and does not need to be placed on a permanent foundation. A “Shed” is typically intended to store lawn, garden, or pool care equipment.

“Shadow Flicker” means the on-and-off strobe light effect caused by the shadow of moving blades cast by the sun passing above the turbine. “Shadow Flicker” intensity is defined as the difference or variation in brightness at a given location in the presence and absence of a shadow.

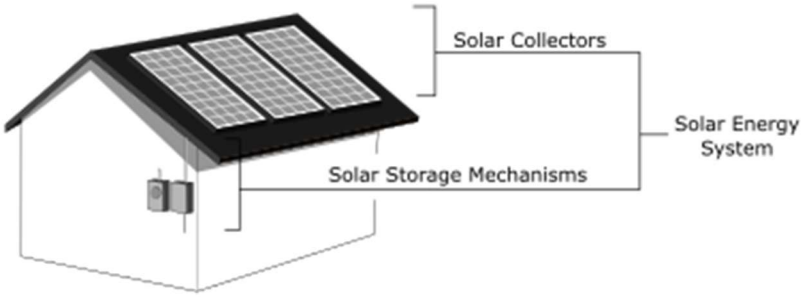
“Shopping Center” means a group of retail and other commercial establishments that is planned, owned, and managed as a single property. The center’s size and orientation are generally determined by the market characteristics of the trade area served by the center. The two (2) main configurations of shopping centers are malls and strip centers. A “Shopping Center’ may also be referred to as a “Commercial Center.”

“Sky Glow” means the brightening of the nighttime sky that results from scattering and reflection of artificial light by moisture and dust particles in the atmosphere. Sky Glow is caused by light directed or reflected upwards or sideways and reduces one’s ability to view the night sky.

“Solar Collector” means an assembly, structure, or design, including passive elements, that collects and converts direct sunlight as a source of energy for such purposes as heating or cooling a structure, heating, or pumping water, or generating electricity. Examples of Solar Collectors include photovoltaic cells, evacuated tubes, and solar shingles.



“Solar Energy System” means a complete assembly, structure, or design of solar collector, or a solar storage mechanism, which uses solar energy for generating electricity or for heating or cooling gases, solids, liquids, or other materials.



“Solar Panel” means a device that collects and converts direct sunlight as a source of energy for such purposes as heating or cooling a structure, heating, or pumping water, or generating electricity.

“Solar Storage Mechanism” means equipment or elements (such as piping and transfer mechanisms, containers, heat exchangers, or controls thereof, and gases, solids, liquids, or combinations thereof) that are utilized for storing solar energy, gathered by a solar collector, for subsequent use.

“Spill Illuminance” means unwanted light falling on areas outside those intended for illumination, and that causes annoyance, discomfort, distraction, or a reduction in visibility.

“Split Rail Fence” means a type of fencing composed of logs which have been split lengthwise and positioned horizontally as rails between posts.

“Stacking Space” means a space specifically designated as a waiting area for vehicles patronizing a drive-through establishment.

“Stockade Fence” means a type of fencing composed of contiguous or closely spaced, vertical stakes or posts made of wood which come to a point. Stockade fences are not inclusive of dog-eared or picket fences.

“Stoop” means an exterior floor typically, but not necessarily, constructed of concrete and/or masonry, with a finished floor elevation higher than the adjacent ground level, often with steps leading up to it, and utilized primarily as an access platform to a building. A “stoop” may be roofed and designed with railings but cannot be enclosed. A “stoop” is often referred to as a “portico.”

“Story” means 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 it.

“Street” means an improved right-of-way that affords a primary means of access to abutting property.

“Street Line” means a line separating an abutting lot, piece, or parcel, from a street.

“Street Wall” means the wall of a building nearest to and facing on a street.

“Street Wall, Freestanding” an opaque, freestanding wall built along the frontage line, or coplanar with the facade, often for the purpose of masking an adjacent building facade. Street walls, freestanding may have openings no larger than necessary to allow automobile and pedestrian access.

“Structural Alteration” means any change in the supporting members of a building or structure, such as bearing walls or partitions, columns, beams or girders, or any substantial change in the roof or exterior walls.

“Structure” means anything erected, the use of which requires more or less permanent location on the ground or attached to something having a permanent location on the ground.

“Structure, Temporary” means any structure not designed to be permanently located, placed, or affixed in the place where it is or where it is intended to be placed.

“Sun Glint” means the reflection of sunlight off of a surface, as in the case of the blades, tower, or other component of a wind energy facility.

“Swimming Pool” means a receptacle for water and/or an artificial pool of water over twenty-four (24) inches in depth, either at a private residence intended only for the use of the individual owner, his family, and friends, or at a multi-family residence intended only for the use of the tenants of the building, their families, and friends.

“Temporary Contractor Trailer” means this use includes watchman’s trailers, construction equipment sheds, contractor trailers and similar uses incidental to a construction project and sales of homes within a newly constructed development.

“Temporary Lighting” means lighting installed and operated for short periods of time and may include, but is not limited to, lighting on wheels and lighting that is not hardwired to a switch.

“Temporary Storage Container” means temporary self-storage containers delivered to residential or commercial uses for the resident or business owner to store belongings, and then picked up and returned to a warehouse until called for. Also known as “PODS” (“Portable On-Demand Storage” containers).

“Terrace” means a level plane, or platform, which for the purpose of this title is located adjacent to one (1) or more faces of the main structure and which is constructed not more than four (4) feet in height above the average level of the adjoining ground.

“Thoroughfare” means a way or a place for passage, transit.

“Thoroughfare Assembly” means the typology for the collective of buildings, streetscape, landscape, pedestrian amenities, bicycle amenities, and/or roadways.

“Townhouse Structure” means the grouping of multiple townhouse units (three or more) that are attached to one another.

“Townhouse Unit” means a living space occupied by a single entity that is attached to other similar living spaces.

“Traditional Neighborhood Development” a planning and design approach that creates compact, walkable, mixed-use communities modeled after pre-automobile, small-town America. TNDs feature a blend of housing types (single-family, townhomes, apartments), nearby commercial/civic spaces, and interconnected streets, promoting a pedestrian-friendly environment

“Trailer” means any non-motorized vehicle designed for carrying property and to be drawn by a motor vehicle, including but not limited to utility trailers, cargo trailers, flatbed trailers, landscaping trailers, equipment trailers, snowmobile trailer, and watercraft trailers, whether enclosed or unenclosed, for commercial or personal use. Trailers are not considered recreational vehicles (RVs).

“Transect” is a planning and zoning tool that organizes built environments along a continuum from rural (natural) to urban (core), categorized into specific zones (T1–T6). It defines, rather than separates, uses based on character and form to create walkable, mixed-use, and diverse neighborhoods

“Trellis” means a frame made of bars of wood or metal crossed over each other, fixed to a wall, to support vines or climbing plants.

“Uplight” means for an exterior luminaire, flux is radiated in the hemisphere at or above the horizontal plane.

“Use” means the purpose or activity for which the land or building thereon is designed, arranged, or intended, or for which it is occupied or maintained.

“Use, Accessory” means a use that is customarily incidental and subordinate to the principal use of a lot or the main building thereon and located on the same lot as the principal use or building.

“Use, Permitted” means a use permitted in a zoning district without the need for special administrative review and approval, upon satisfaction of the standards and requirements of this Code.

“Use, Principal” means the main use of land or structure as distinguished from an accessory use.

“Use, Special” means a use that owing to some special characteristic’s attendant to its operation or installation is permitted in a zoning district only after review and is subject to approval by the Village Board.

“Wall” means a constructed solid barrier of concrete, stone, brick, tile, or similar type of material that closes, marks, or borders a field, yard, or lot, and that limits visibility and restricts the flow of air and light.

“White Roof” means a roof designed to deliver high solar reflectance, reducing heat transfer to the building and the ability to radiate absorbed, or non-reflected solar energy.

“Yard” means an open space at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise permitted by this Ordinance. (See Figure 20.72-3: Yards)

“Yard, Common” means a shared, open, outdoor space typically found in apartment complexes, condominiums, or residential neighborhoods, designed for use by all residents or tenants.

“Yard, Corner Side” means the required minimum distance a structure or other improvement on a lot must be located from a corner side lot line. The corner side yard extends along the corner side lot line between the front yard line and the rear lot line, for the required minimum depth, as specified for the district in which such lot is located, measured perpendicular to the corner side lot line. (See Figure 20.72-3)

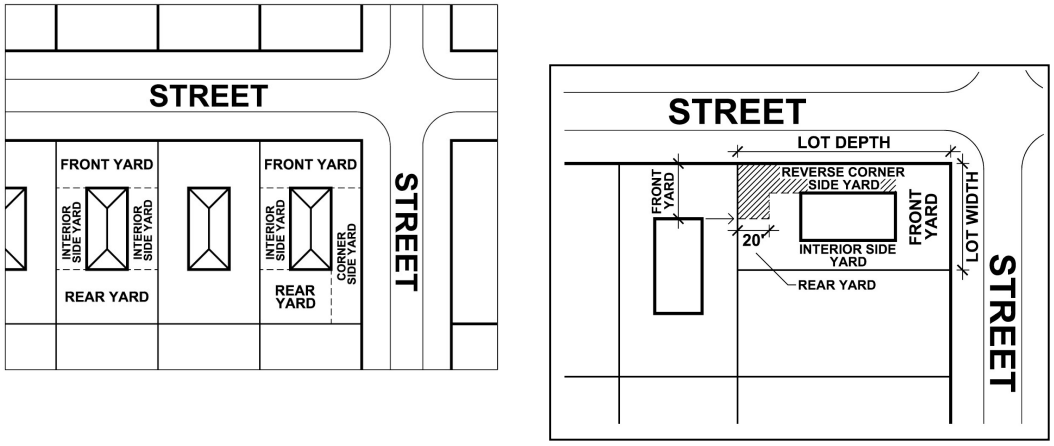
“Yard, Interior Side” means the required minimum distance a structure or other improvement on a lot must be located from an interior side lot line. The interior side yard extends along an interior side lot line between the front and rear yard, for the required minimum depth, as specified for the district in which such lot is located, measured perpendicular to the interior side lot line. (See Figure 20.72-3)

“Yard, Front” means the required minimum distance a structure or other improvement on a lot must be located from a front lot line. The front yard extends the full width of the lot between side lot lines for the required minimum depth, as specified by the zoning district in which such lot is located, measured perpendicular to the front lot line. (See Figure 20.72-3)

“Yard, Rear” means the required minimum distance a structure or other improvement on a lot must be located from a rear lot line. The rear yard extends between interior side lot lines for the required minimum depth, as specified by the zoning district in which such lot is located, measured perpendicular to the rear lot line. In the case of a corner lot, the rear yard extends between the interior side lot line to the corner side yard line for the required minimum depth, as specified by the zoning district in which such lot is located, measured perpendicular to the rear lot line. (See Figure 20.72-3)

“Yard, Reverse Corner Side” means a side yard of a reverse corner lot which abuts a public street. (See Figure 20.72-3)

FIGURE 20.72-3: YARDS



VILLAGE OF
Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Lynne Monroe, Deputy Administrator

For: Village Board Meeting of June 8, 2026

Subject: Ordinance Amendment – Addition of Telecommunications Facility Location Standards

Financial Impact:
N/A

Attachments:
None

Background:
Chapter 14.43 governs the construction and placement of utility facilities within Village rights-of-way. Over the past year, several fiber-optic providers have expressed interest in large-scale construction projects. In coordination with these applicants, staff developed a Construction Administration Agreement for Telecommunications Facilities that more efficiently governs system-wide construction activity and sets expectations for scheduling, mapping, interactions with Village utilities, and restoration.

During this process, it became clear that the Village should also:

- Require telecommunications providers to utilize existing conduit where capacity exists;
- Require providers to add duct capacity when installing new underground infrastructure to ensure nondiscriminatory access for future grantees;
- Establish clearer, uniform principles related to placement, visibility, pole use, and minimization of disruption in residential areas.

These principles were not fully covered in the current version of Chapter 14.43.150. The existing code also includes a subsection requiring that each utility install its own exclusive conduit, which conflicts with the Village's updated approach emphasizing shared conduit where capacity exists.

Recommendation:

Motion to pass an Ordinance Amending Section 14.43.150 of the Mundelein Municipal Code adding new subsection (k): Telecommunications Facility Location Standards.

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

CERTIFICATE

I, Karen Walsh, certify that I am the duly elected Municipal Clerk for the Village of Mundelein, Lake County, Illinois.

I further certify that on June 8, 2026 the Corporate Authorities of such Village passed and approved:

Ordinance No. O-26-06-52
which is entitled

Ordinance Amendment – Addition of Telecommunications Facility Location Standards

The pamphlet form of said Ordinance, including the Ordinance and a cover sheet thereof was prepared and a copy of such Ordinance was posted in the Village Hall commencing on 6/9/2026, and was posted for at least ten days thereafter.

Copies of such Ordinance are available for public inspection upon request in the Customer Service Office.

Dated at Mundelein, Illinois on 6/9/2026.

_____
Village Clerk

ORDINANCE NO. O-26-06-52

AN ORDINANCE AMENDING SECTION 14.43.150 OF THE MUNDELEIN MUNICIPAL CODE TO ADD NEW SUBSECTION (k):TELECOMMUNICATIONS FACILITY LOCATION STANDARDS

WHEREAS, the Village of Mundelein, Lake County, Illinois, is a home-rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home-rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, the Village of Mundelein ("Village") regulates the construction, installation, and maintenance of utility facilities within the public rights-of-way pursuant to Chapter 14.43 of the Mundelein Municipal Code ("Code"); and

WHEREAS, Section 14.43.010(d) of the Code authorizes the Village, in its discretion and as permitted by law, to require utilities to enter into a franchise, license, or similar agreement as a condition of locating their facilities in the Village's rights-of-way; and

WHEREAS, the Village has experienced a significant increase in requests from fiber-optic and telecommunications companies seeking permits to construct underground telecommunications facilities throughout the Village and both the Village and the businesses have indicated interest in streamlining the application process otherwise required by the Village's Code; and

WHEREAS, such telecommunications construction activity can create substantial impacts on Village infrastructure, utilities, traffic, and residential neighborhoods unless appropriately planned and coordinated; and

WHEREAS, the Village has developed a Construction Administration Agreement for Telecommunications Facilities, to be required of telecommunications providers seeking to install facilities within the rights-of-way when the applicant seeks to streamline the otherwise mandated procedures of that Chapter, in order to ensure coordinated construction, proper restoration, protection of Village utilities, and compliance with Village standards; and

WHEREAS, the Village desires to establish clear telecommunications-specific location standards within Section 14.43.150 to require, among other things, the use of existing conduit where capacity exists, the provision of additional ducts and manholes for future system expansion, the minimization of right-of-way disruption, and nondiscriminatory access for future grantees; and

WHEREAS, the Village Board of Trustees finds that adopting these telecommunications facility location standards is in the best interest of the public health, safety, and welfare, will minimize disruption to Village infrastructure, and will enhance long-term coordination of telecommunications installations within the Village; and

WHEREAS, the Village Board further finds that the adoption of these standards is consistent with the Village's home-rule authority and its authority under Chapter 14.43 to regulate the use of the public right-of-way.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, COUNTY OF LAKE, ILLINOIS, that:

SECTION I: Section 14.43.150 of the Mundelein Municipal Code, entitled "Location of Facilities," is hereby amended by adding the following subsection (k):

14.43.150(k) Telecommunications Facility Location Standards.

1. No Interference with Village Facilities.

No utility facilities shall be placed in any location if the Village Engineer or designee determines that the proposed location will require the relocation or displacement of any Village utility facilities or will otherwise interfere with the operation or maintenance of any Village utility facilities.

2. Minimum Interference and Impact; Use of Existing Conduit.

The proposed location shall cause only the minimum possible interference with the use of the right-of-way and the minimum possible impact upon adjoining properties. Underground telecommunications facilities shall be installed within an existing underground duct or conduit whenever excess capacity exists within such duct or conduit.

3. No Interference with Travel.

No telecommunications facility shall be placed in any location that interferes with the usual travel on the right-of-way.

4. No Limitations on Visibility.

No telecommunications facility shall be placed in any location where the facility limits visibility of or by users of the right-of-way.

5. Size of Utility Facilities.

Except where oversizing is required by the Village to permit nondiscriminatory access to future grantees, the proposed installation shall use the smallest suitable vaults, boxes, equipment enclosures, power pedestals, or cabinets then in use by the facility owner, regardless of location, for the particular application.

6. Utility Poles and Collocation.The Village is not required to install or maintain any specific utility pole or to continue to install or maintain above-ground utility poles of any particular type. For Village utility poles with collocated small wireless facilities in place when the Village eliminates above-ground utility poles, the Village may, in its discretion, (a) maintain the utility pole, (b) install and maintain an alternative utility pole for collocation, or (c) offer to sell the utility pole to the wireless provider.

7. Conduit Sharing and Future Capacity.

Whenever new telecommunications facilities will exhaust the capacity of existing ducts or the reasonable ability of the right-of-way to accommodate future telecommunications facilities, the provider may be required to install additional ducts, conduits, manholes, handholes, or similar facilities for nondiscriminatory access by future grantees.

8. Conflict Provision.

In the event of a conflict between subsection (k) and any other subsection of 14.43.150, the requirements of subsection (k) shall control for telecommunications installations.

SECTION II:

If any section, paragraph, subdivision, clause, sentence, or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such a judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

RESULT:	**[]**
MOVER:	None
SECONDER:	None
AYES:	None
NAYS:	None
ABSTAIN:	None

President

ADOPTED: Monday, June 8, 2026

APPROVED: Monday, June 8, 2026

ATTEST: _____

Village Clerk

VILLAGE OF
Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Lynne Monroe, Deputy Administrator

For: Village Board Meeting of June 8, 2026

Subject: Telecommunications Facilities Right of Way Use

Financial Impact:
The Agreement requires reimbursement of Village review and inspection expenses and reduces long-term restoration costs by encouraging shared conduit.

Attachments:
1. O-26-06-53 - Exhibit A - Telecomm Standard Construction Agreement

Background:
The Village has seen a significant increase in interest from fiber-optic companies proposing large-scale underground construction. Historically, the Village has reviewed these projects on a permit-by-permit basis without a standardized contractual framework.
Chapter 14.43 explicitly allows the Village to require utilities to enter into a "franchise, license or similar agreement" as a condition of using the ROW.

While state law exempts certain telecommunication providers from the obligation to obtain a franchise agreement, because the fiber-optic companies would like to reduce the permitting process associated with the multiple installations they are doing, in general they have been willing to enter into construction agreements that help streamline the application process. In so doing, they improve efficiencies for both the Village and the businesses.

Staff has therefore prepared a new Construction Administration Agreement to:

- Improve efficiencies with application and implementation processes
- Establish construction procedures and compliance requirements;
- Require annual planning meetings and system-wide coordination;
- Clarify expectations for restoration, safety, mapping, and locates;
- Improve oversight of fiber build-outs;
- Increase consistency and minimize neighborhood disruption.

Recommendation:

Motion to pass an Ordinance establishing a standard Construction Administration Agreement for Telecommunications Facilities to be used with fiber and telecommunications providers seeking to install facilities in the Village right-of-way, with the Village Administrator authorized to execute such standard Agreements, and in consultation with the Village Attorney, to approve minor deviations from the standard form.

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

CERTIFICATE

I, Karen Walsh, certify that I am the duly elected Municipal Clerk for the Village of Mundelein, Lake County, Illinois.

I further certify that on June 8, 2026 the Corporate Authorities of such Village passed and approved:

Ordinance No. O-26-06-53
which is entitled

Telecommunications Facilities Right of Way Use

The pamphlet form of said Ordinance, including the Ordinance and a cover sheet thereof was prepared and a copy of such Ordinance was posted in the Village Hall commencing on 6/9/2026, and was posted for at least ten days thereafter.

Copies of such Ordinance are available for public inspection upon request in the Customer Service Office.

Dated at Mundelein, Illinois on 6/9/2026.

_____
Village Clerk

ORDINANCE NO. O-26-06-53

ORDINANCE APPROVING A STANDARD CONSTRUCTION ADMINISTRATION AGREEMENT FOR TELECOMMUNICATIONS FACILITIES AND AUTHORIZING EXECUTION BY THE VILLAGE ADMINISTRATOR

WHEREAS, the Village of Mundelein, Lake County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes, and exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, the Village regulates construction of utility facilities within the public rights-of-way pursuant to Chapter 14.43 of the Municipal Code; and

WHEREAS, Section 14.43.010(d) authorizes the Village to require utilities to enter into a franchise, license, or similar agreement as a condition of locating facilities within the public right-of-way; and

WHEREAS, the Village is experiencing increased demand for installation of fiber-optic and telecommunications facilities and both the Village and the businesses have indicated interest in streamlining the application process otherwise required by the Village's Code; and

WHEREAS, the Village desires to adopt a standard Construction Administration Agreement to ensure consistent oversight and administration of telecommunications construction projects in the right-of-way; and

WHEREAS, the Village Board finds that adoption of the form agreement is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, COUNTY OF LAKE, STATE OF ILLINOIS as follows:

SECTION I: Approval of Agreement.
The Construction Administration Agreement for Telecommunications Facilities, in substantially the form attached as **Exhibit A**, is hereby approved.

SECTION II: Authorization.
The Village Administrator, or designee, is authorized to execute the Agreement with any telecommunications provider seeking permits under Chapter 14.43, and to approve non-material modifications with approval of the Village Attorney.

SECTION III: Condition of Permit.
Execution of the Agreement shall be required as a condition precedent to issuance of any permit involving telecommunications construction under Chapter 14.43 when the applicant seeks to streamline the otherwise mandated permit procedures of that Chapter.

SECTION IV: Effective Date.
This Ordinance shall be effective immediately upon adoption.

RESULT:	**[]**
MOVER:	None
SECONDER:	None
AYES:	None
NAYS:	None
ABSTAIN:	None

President

ADOPTED: Monday, June 8, 2026

APPROVED: Monday, June 8, 2026

ATTEST: _____

Village Clerk

VILLAGE OF MUNDELEIN

CONSTRUCTION ADMINISTRATION AGREEMENT FOR TELECOMMUNICATIONS FACILITIES

This Construction Administration Agreement ("Agreement") is hereby entered into this _____ day of _____, 202__, by and between the Village of Mundelein, an Illinois home rule municipal corporation (the "Authority" or "Village") and XXXXXXX, an Illinois limited liability company (the "Facility Owner"). The Authority and Facility Owner may be referred to herein singularly as a "Party" and collectively as the "Parties."

WHEREAS, the Village of Mundelein is an Illinois home rule municipal corporation operating under power and authority granted by the laws and Constitution of the State of Illinois; and

WHEREAS, the Village is a highway authority with respect to such rights-of-way located within the boundaries of the Village and not otherwise operated and maintained by a county or the State of Illinois (the "ROWs"); and

WHEREAS, the Authority has adopted Chapter 14.43 of the Mundelein Municipal Code, entitled, "Construction of Utility Facilities in the Rights of Way," which may be amended from time to time (hereafter referred to as the "Regulations"); and

WHEREAS, the Regulations provide for telecommunications retailers that desire to construct utility facilities in the right-of-way to provide, as a condition of being awarded each permit, proof of insurance and a security fund; and

WHEREAS, Facility Owner, is a holder of a certificate to provide competitive local exchange carrier service and is thus entitled to access to the Village's Public Ways and desires to utilize the Village's Public Ways for the installation of a fiber optic cable and appurtenances; and

WHEREAS, Facility Owner operates and is registered with the Illinois Department of Revenue as a Telecommunications Retailer under the Telecommunications Infrastructure Maintenance Fee Act (TIMFA) (35 ILCS 635/10 and following), and will pay the Simplified Municipal Telecommunications Tax ("SMTT") to the Authority; and

WHEREAS, the Facility Owner intends and desires to engage in a widescale construction project for the purpose of installing telecommunication facilities within the Authority's rights-of-way (the "Project"); and

WHEREAS, the Authority and the Facility Owner desire to facilitate the mutually convenient and efficient administration of the Project to minimize the cost to the Facility Owner and the inconvenience to the public; and

WHEREAS, the Authority and Facility Owner desire for this Agreement to supersede the Regulations only to the extent of any conflict.

NOW, THEREFORE, IN CONSIDERATION OF the foregoing recitals, the mutual covenants and obligations herein described, and other good and valuable considerations, the Authority and Facility Owner hereby agree as follows:

1. **Recitals**. The Parties hereby confirm the validity of the representations and recitals set forth in the foregoing recitals. The parties acknowledge that said recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement, as though they were fully set forth in this Section 1 and that they shall continue for as long as this Agreement is in full force and effect.

2. **Term of Agreement; Renewal.**
   a. The term of the Agreement granted hereunder shall be three (3) years unless the Agreement is renewed or is lawfully terminated in accordance with the terms of this Agreement and/or applicable law.
   b. The term of this Agreement shall automatically renew for additional three (3) year terms unless either party delivers notice of intent not to renew no later than ninety (90) days prior to the expiration of the then current term.

3. **Compliance with Regulations.** Except as otherwise specifically provided in this Agreement, Facility Owner shall comply with all the requirements established in the Regulations. In the event of any conflict between the Regulations and this Agreement, the terms of this Agreement shall apply unless such compliance creates any risk to the public health and safety.

4. **Project Pre-Construction Permitting Requirements.**
   a. **Permit Application Timing.** Unless the Parties mutually agree otherwise in writing, an application for a Project Permit must be submitted at least thirty (30) days before the Facility Owner begins work in the Village's rights of way.

The Village shall have twenty-five (25) days to respond to any such permit application.

b. **Project Plans.** For the term of this Agreement, the Facility Owner shall be deemed to satisfy the requirements described in Chapter 14.43.040(C)(4) of the Mundelein Municipal Code if the Facility Owner annually files with the Authority, on or before the date of the construction administration meeting described in this Section, a general description of all proposed Project work the Facility Owner intends to perform during the next twelve (12) months and the purposes and intent of the facility and the uses to which the facility will be put (the "Project Plans").
    i. The scope and detail of such Project Plans shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed, especially including, but not limited to, any adjacent residential uses.
    ii. The Project Plans must also be drawn to a scale that is legible enough for the Authority to determine if there are any conflicts.
    iii. Receipt of the Project Plans by the Village does not constitute acceptance or approval of the plans. Such approval shall only be considered granted with the issuance by the Authority of a permit pursuant to the Regulations and this Agreement.
c. **Permits by Section.** The Facility Owner agrees to provide the Authority with a map showing the division of the Village's boundaries into sections. If all appropriate conditions are met, the Authority will permit the Project on a section-by- basis, provided each section will not exceed 5,000 linear feet. The Authority reserves the right to only permit one section to be under construction at a time to limit disruptions to the Village and its residents.
d. **Construction Administration Meeting.** The Facility Owner agrees to meet with the Authority's designated representatives annually, on or before November 15 each year, to (i) review the Facility Owner's Project Plans for the succeeding year, (ii)coordinate and schedule the parties' respective construction projects for the succeeding year to avoid conflicts and increase opportunities for concurrent work in the rights-of-way, and (iii) agree upon changes to the Facility Owner's Project Plans to ensure compliance with the Regulations and minimize the degree of incompatibility between the Facility Owner's facilities and Authority-owned facilities, uses by other authorized users, or adjacent land uses. If the Facility Owner desires to modify its Project Plans in any manner that the parties have not jointly memorialized in

writing following the Construction Administrative Meeting, the Facility Owner may not modify such Project Plans without advance written approval from the Authority.

e. **Insurance.** For the term of this Agreement, the Facility Owner shall be deemed to satisfy the evidence of insurance requirements described in 14.43.030 of the Regulations if the Facility Owner annually files evidence with the Authority that the Facility Owner, at its own cost and expense, maintains insurance coverages which comply with 14.43.080 of the Regulations. Provided the Facility Owner annually files such evidence of insurance, the Facility Owner shall not be required to include proof of insurance with each permit application.

f. **Security.** All of the Security requirements of Chapter 14.43.100 of the Regulations shall apply except as follows:
    i. For the term of this Agreement, the Facility Owner shall be deemed to satisfy the Security requirements described in 14.43.100(c) of the Regulations if the Facility Owner deposits with the Authority an unconditional letter of credit in a form acceptable to the Village Attorney in an amount of $50,000.
    ii. In the event the Authority withdraws from the Security Fund in the manner described in Chapter 14.43.100(D), the Facility Owner shall not be in compliance with this section unless the Facility Owner restores the full value of the Security Fund within fourteen (14) days from receipt of notice from the Authority of the amount withdrawn from the Security Fund and the reasons therefor.
    iii. Provided the Facility Owner maintains the Security Fund in compliance with this section, the Facility Owner shall not be required to deposit a separate security fund with each permit application.
    iv. Notwithstanding the language of Chapter14.43.100(g) that authorizes the return of the Security Fund “upon completion of the work”, instead the Security Fund shall not be closed and returned to the Facility Owner until the expiration or earlier termination of this Agreement.

g. **Right to Deny Permit for Insufficient Space.** Notwithstanding any other provisions of this Agreement, unless otherwise provided by law, the Village reserves the right to refuse to approve or authorize any permit application when it reasonably determines that space in Village right of way is inadequate to accommodate the Facility Owner’s Facilities.

h. **Reimbursement of Fees.** The Facility Owner agrees to reimburse the Village for all actual and reasonable out-of-pocket fees and costs incurred by the Village in reviewing the Facility Owner's applications and submittal documents, including, but not limited to, design documents and for field observation fees, in accordance with Chapter 3.30 (Reimbursement of Fees) and Chapter 14.43.040(F) (Application Fees) of the Mundelein Municipal Code, all as may be amended from time to time.

i. Adjacent Property Owner Notification Requirements.

i. Following Village approval of an individual installation, the Facility Owner is required to notify all adjacent property owners of the installation. Individual notifications are required for all property owners for installations in a Public Way adjacent to the private property. Notifications to adjacent private property shall be provided no fewer than five (5) calendar days prior to the start of work. The notification shall be provided in writing and may be delivered by:

1. First-class mail;
2. Hand delivery;
3. Door-hanger or other conspicuously posted notice on the property.

ii. The notification shall include the following:

1. Description of work;
2. Location of work;
3. Anticipated start and end dates;
4. Description of any anticipated impacts (e.g. driveway access, landscaping disturbance, noise, temporary disruptions);
5. Contact information for the Facility Owner;
6. A statement that the Facility Owner is responsible for restoring any disturbed property to its original condition

5. Construction Related Requirements.

a. J.U.L.I.E. Requirements.

i. The Facility Owner shall become a member of J.U.L.I.E. as a condition of this Agreement and understands that the J.U.L.I.E. system provides notice of planned work in the rights-of-way so the Facility Owner may mark its own facilities to prevent damage.

ii. Prior to and during any installation or relocation of any underground cables or utility lines, for each section, the Facility Owner shall contact J.U.L.I.E. to ascertain the presence and location of existing aboveground and underground facilities within the rights-of-way to be occupied by the Facility

Owner's facilities and install route markers in accordance with the Illinois Underground Facilities Damage Prevention Act.

iii. The Facility Owner acknowledges that the Authority has no obligation to mark the location of the Facility Owner's facilities.

iv. The Authority shall have no obligation to alert the Facility Owner to proposed work by itself or others, other than as a participating member of the J.U.L.I.E. system.

v. The Facility Owner agrees to pay the Village's costs for performing JULIE locates related to the Facility Owner's Project. The Village will charge the Facility Owner for such services at a rate equal to the current staff overhead rate established in the annual Village budget.

b. **Signage.** No signage of any type may be installed in the work area that advertises the product being installed.

c. **Dashboard.** Upon request of the Village, Facility Owner agrees to create an on-line dashboard showing construction locations and progress across the Village.

d. **Conduit Use and Future Capacity Requirements.** The Facility Owner shall comply with all telecommunications facility location standards in Chapter 14.43.150(k) of the Village Code, including: (a) installing underground telecommunications facilities within existing Village conduit or duct whenever excess capacity exists; and (b) installing additional ducts, conduits, manholes, handholes, or similar facilities when the Facility Owner's new installation will exhaust the reasonable future capacity of the right-of-way. Such facilities shall be constructed for the Village's nondiscriminatory use and the use of future grantees.

e. **Separation from Village-Owned Utilities.** New installations under this permit must maintain at least 18" vertical separation and at least 48" horizontal separation from all Village-owned utilities, upon completion of JULIE locates and potholing, if the minimum required separation from the existing Village main cannot be provided, applicant/contractor shall contact the Village to discuss installation options before proceeding.

f. Manner of Construction.

    i. The Facility Owner warrants that the installation of the facilities will be performed without any trenching or open trenching, but rather by directional or missile boring.

    ii. For trenchless installations, prior to construction, the potholing of all existing Village utilities (main line) is required to determine actual location(s) and depth(s). The potholing of a representative sample of the

sanitary and storm service lines at the same approximate depth as the proposed trenchless installation will also be required.

iii. If boring is not possible for installation of the required facilities, the Facility Owner agrees to work with the Authority's Director of Public Works, or designee, to determine the method of installation to be used, and to obtain the permission of the Authority.

iv. All movement and storage of equipment and materials shall be confined to the area reasonably designated by the Authority.

v. All surplus excavated materials shall be removed from the ROWs and disposed of in accordance with any applicable laws or regulations.

vi. All tree stumps, and other debris resulting from construction operations shall be removed from the ROWs.

g. **Televising Sanitary & Storm Sewers.** The applicant shall arrange for pre- and post-construction closed circuit televising of the existing sanitary and storm sewer facilities (mains and laterals/private services). The video footage shall be reviewed by the Facility Owner (or their authorized representative) with the Village, and any observed damage attributable to the subject installation shall be promptly repaired by the Facility Owner according to the applicable standards; such repair work shall be made available for observation by Village staff. Should the Facility Owner fail to provide pre-construction televising, and damage is noted in the post construction televising, it shall be the Facility Owner's responsibility to demonstrate to the Village proof that the documented damage was not caused by the Facility Owner. The Village's review of the evidence provided, and determination of the party responsible shall be final. In the event the Facility Owner fails to repair the damage, the provisions of Title 5-1-5 of the Village Code – Damage to Public Utilities shall be enforced.

h. **Lawns & Parkways.** For excavations in lawns and parkways, a minimum 4" topsoil respread, dormant seeding, and installation of erosion control blanket shall be required within fifteen (15) days of completion of active construction activities, weather permitting. Any settlement issues or areas of non-growth shall be repaired by the contractor within fifteen (15) days of being notified by the Village.

i. **As-Built Plans.** Upon completion of any section, the Facility Owner will provide the Village will As-Built Plans showing the facilities in an electronic format (File Geodatabase preferred) acceptable to the Village.

j. **Avoidance of Private Easements.** The Village may require that any facilities be installed within Village-owned right-of-way instead of using any existing easements to which the Facility Owner may have entitlements**.**

6. **Payment of SMTT.** The Facility Owner will pay to the Authority the Simplified Municipal Telecommunications Tax (SMTT) levied by the Authority from time to time. In the event the Facility Owner fails to pay the SMTT, or is otherwise not required to pay the SMTT, the Facility Owner agrees to pay the Authority a payment in lieu of taxes equal to 6% of the gross revenues received by the Facility Owner from the sale of telecommunications within the Village.
7. **Notice of Violation or Default.** In the event the Authority believes that the Facility Owner has not complied with the terms of the Agreement, it shall notify the Facility Owner in writing with specific details regarding the nature of the alleged noncompliance or violation.
8. **Facility Owner's Right to Cure.** The Facility Owner shall have thirty (30) days from the receipt of the Authority's written notice of violation to cure such noncompliance; or in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Authority of the steps being taken and the projected date that the cure will be completed and request additional time from the Authority to complete the cure.
9. **Enforcement.** In the event the Facility Owner fails to cure a violation within the applicable cure period, the Facility Owner shall be deemed in default of this Agreement. If the Facility Owner is in default of any provision of the Agreement, the Authority may:
    a. suspend any additional work by the Facility Owner; and
    b. seek specific performance of any provision that reasonably lends itself to such remedy, or seek other relief available in equity including declaratory or injunctive relief; or
    c. in the case of either a frequently recurring default or a substantial default of a material provision of the Agreement, declare the Agreement to be revoked, terminated and of no further force and effect.
10. **Remedies Not Exclusive.** In addition to any other remedies set forth in this Agreement, the Facility Owner acknowledges the Authority's ability to enforce the requirements and standards, and the penalties for non-compliance with such standards consistent with the Regulations and any other generally applicable provision of the Authority's Municipal Code. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Authority to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Facility Owner. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the Authority.

11. **Force Majeure.** The Facility Owner shall not be held in default under, or in noncompliance with, the provisions of the Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including suspension, termination, cancellation or revocation of the Agreement), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, hurricane, tornado or other catastrophic act of nature, labor disputes (not involving the Facility Owner's employees), governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Facility Owner's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Facility Owner's equipment is attached. Any time deadlines imposed by this Agreement or the Regulations shall be tolled only for the time period during which such event shall be occurring.

12. **Notice.** All notices, consents, approvals, requests, and other communications required or permitted under this Agreement shall be in writing and shall be sufficiently given and served upon the other party by (a) hand delivery, (b) first class mail, registered or certified, return receipt requested, postage prepaid, or (c) reputable overnight courier service and addressed as follows:

    To the Authority:

    Village of Mundelein
    300 Plaza Circle
    Mundelein, IL 60060
    ATTN: Director of Public Works & Engineering

    To the Facility Owner:

    XXXXXXXX

    With Copies to:

    XXXXXXXX

    XXXXXXXX

Either party may change its address and addressee for notice by notice to the other party under this Section. Notice by hand delivery and notice by overnight courier service shall be deemed received when delivered, and notice by mail shall be deemed delivered three days after placing in the United States Mail.

13. **Good Standing.** Notwithstanding anything in the Regulations, so long as the Facility Owner is in compliance with all covenants and obligations under this Agreement, including but not limited to all payments required herein, Facility Owner shall not be required to pay any additional fees or compensation to the Village, including for site specific permits, application, inspection, and review fees.

14. Police Powers; Reservation of Authority; Condition and Use of Rights-of-Way.

a. Nothing in this Agreement shall be construed as an abrogation by the Authority of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary by the Authority for the health, safety, and welfare of the public, and the Facility Owner shall comply with all generally applicable laws, codes and ordinances enacted by the Authority pursuant to such police power.

b. Nothing in this Agreement shall (A) abrogate the right of the Authority to authorize the use of rights-of-way for public purposes or to perform any public works or public improvements of any description, (B) except as explicitly described herein, be construed as a waiver of any laws, codes or ordinances of general applicability promulgated or enforceable by the Authority or of the Authority's right to amend such laws, codes or ordinances from time to time, or (C) be construed as a waiver or release of the rights of the Authority in and to the rights-of-way.

c. This Agreement shall not convey any right, title, or interest (including leasehold interest) in the ROWs. In the event of default by the Facility Owner, the Village shall not be obligated to bring a forcible entry and detainer action to terminate the Facility Owner's rights hereunder. The rights granted to the Facility Owner by the Authority are and shall be at all times subordinate to the Authority's right to ingress and egress and use the public ROWs. All rights and obligations to the Facility Owner under this Agreement shall be exercised by the Facility Owner at its sole cost and expense.

d. This Agreement and the rights granted to use and occupy the ROWs shall not be exclusive and do not, explicitly or implicitly, preclude the issuance of other licenses to operate telecommunications facilities within the Authority's municipal boundaries.

e. It is understood and agreed that the Authority makes no representations, warranties or assurances with respect to the following: the condition of the title or boundaries of the ROWs; the condition of the underground duct or conduit; other utilities or facilities in the ROWs; any other improvements or soils located on the ROWs; or the suitability of the ROWs for the Facility Owner's intended use. The Facility Owner assumes all risks associated with the placement, operation and maintenance of the facilities within the ROWs and suitability of the ROWs for its facilities. The Facility Owner accepts the ROWs in an "As Is, Where Is" condition, including any

environmental conditions, and accordingly, Facility Owner waives and releases the Authority from any claim or liability for any damages or liabilities resulting from any actions that arise because of any claims concerning the title, boundaries or condition of the ROWs.

f. Village shall not be liable to the Facility Owner or its customers for any interruption of service to the Facility Owner or interference with the facilities arising in any manner relating to the Village's lawful operations within the right-of-way.

15. **Assignment.** Except to an entity controlling, controlled by, or under common control with the Facility Owner, which has executed an Assignment & Assumption Agreement mutually agreeable to the Parties, Facility Owner shall not assign any rights or obligations contained in this Agreement or the Agreement itself without the prior written consent of the Village.

16. **Entire Agreement.** This Agreement embodies the entire understanding and agreement of the Authority and the Facility Owner with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and communications, whether written or oral, and there are no representations or agreements among the parties except as specifically set forth in this Agreement. All ordinances or parts of ordinances related to the construction of telecommunications facilities that are in explicit conflict with or otherwise impose obligations different from the provisions of this Agreement are superseded by this Agreement.

17. **Severability.** If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority with jurisdiction over the parties, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. In the event any provision hereof is nonetheless found by a final, non-appealable judicial order to be invalid or unenforceable in the manner in which it is applied or implemented by the parties hereto, the parties agree that the change in interpretation and performance of this Agreement shall be solely prospective from the effective date of the order and shall not give rise to any retroactive claims for a party's actions in reliance on this Agreement preceding the date of such order unless such order clearly addresses the retroactive and prospective application of such order. If any material provision of this Agreement is found to be unenforceable in a final judicial or administrative proceeding, either party

may notify the other in writing that the Agreement has been materially altered by the finding of unenforceability and elect to terminate the Agreement without penalty.

18. **Governing Law.** This Agreement shall be deemed to be executed in the State of Illinois and shall be governed by the laws of the State of Illinois, without regard to conflict of laws, except where superseded by Federal law.

19. **Venue.** Except as to any matter within the exclusive jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Lake County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

20. **Modification.** No provision of this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Authority and the Facility Owner, which amendment must be properly authorized on behalf of the Authority, as required by applicable law.

21. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to confer third-party beneficiary status or right to enforce the terms of this Agreement, on any person, individual, corporation or member of the public not a signatory to this Agreement.

22. **Village's Contract Rights; Exercise of Home Rule Authority.** The parties hereby acknowledge and agree that the Village's execution and enforcement of this Agreement, and the grant of such benefits given to the Facility Owner in consideration for the same, are an exercise of the Village's home rule authority to enter into contracts having a bearing on the local government and affairs of the Village to the extent granted or permitted by Article VII, Section 6 of the Illinois Constitution.

23. **Miscellaneous.**

a. **Duty to Provide Information.** Within thirty (30) days of a written request from the Authority, the Facility Owner shall furnish any information requested that is reasonably related to this Agreement and/or business operations of the Facility Owner in the Village.

b. **No Encumbrances.** The Facility Owner shall not place or allow any liens, mortgages, security interest, pledges, claims of others, equitable interests or other encumbrances to attach to or be filed against the Authority's ROWs.

c. **No Video Programming.** This Agreement does not grant the Facility Owner any right, power or authority to operate video programming services using the facilities installed in the ROW. The Facility Owner may not operate video programming services using the facilities in the ROW without first complying with Federal and State law.

d. **Indemnification.** The indemnification provisions of the Regulations at Chapter 14.43.090 of the Mundelein Municipal Code shall extend to and include any matters associated with or arising out of this Agreement.

e. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

AUTHORITY:

Village of Mundelein

_____

By: Village Administrator

ATTEST:

By: Village Clerk_____

FACILITY OWNER:

XXXXXXXXX

_____

By:

VILLAGE OF
Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Erick Broz, Utilities Superintendent

For: Village Board Meeting of June 8, 2026

Subject: Biosolids Removal Services

Financial Impact:
$186,634.70 - 500-453-47460 - SLUDGE HAULING

Attachments:
None

Background:
The Village Board approved a three-year contract extension for Biosolids Removal Services on April 22, 2024, with Dahm Enterprises. In 2025, Dahm Enterprises was acquired by Synagro Central, LLC, which continues to provide these services under the existing contract. This request represents the third year of the extension.

Recommendation:
Motion to approve purchase order number 27-01183 for Biosolids Removal Services from Synagro Central, LLC in the amount of $186,634.70.

VILLAGE OF
Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Erick Broz, Utilities Superintendent

For: Village Board Meeting of June 8, 2026

Subject: Water Resource Recovery Facility — Phosphorus Removal Chemical

Financial Impact:
$160,000.00 - 500-453-47051 - Tertiary Treatment

Attachments:
1. R-26-06-40 - Exhibit A - Water Resource Recovery Facility - Phosphorus Removal Chemical

Background:
The Water Resource Recovery Facility treats approximately 2.5 million gallons of wastewater per day, on average. Treating wastewater includes removing phosphorus, mandated by the IEPA to reduce algae blooms and improve water quality. Aluminum chloride hydroxide sulfate is added mid-treatment to remove phosphorus before the cleaned water is discharged into the Des Plaines River. A formal proposal is not included due to ongoing volatility in aluminum pricing tied to LME and MWP market indices. Pricing is index-based and subject to change, making a fixed proposal impractical. Costs will be billed based on prevailing market rates. The vendor's notification letter is included as **Exhibit A**.

Recommendation:
Motion to adopt a Resolution waiving the bidding requirement, accepting a proposal from Chemtrade Chemicals US LLC. From Detroit, MI, for phosphorus removal chemicals, and approving the purchase order number 27-01186 in the amount of $160,000.00.

I hereby certify that the attached is an original of

Resolution No. R-26-06-40

that said Resolution was adopted on **June 8, 2026**,

that it was posted in the Village Hall commencing on

and for at least 10 days

thereafter. Copies are available for public inspection

upon request of the Village Clerk.

_____

Village Clerk

RESOLUTION NO. R-26-06-40

A RESOLUTION WAIVING BIDS, ACCEPTING A PROPOSAL FROM CHEMTRADE CHEMICALS US LLC., OF DETROIT, MI, FOR PHOSPHORUS REMOVAL CHEMICALS, AND APPROVING THE PURCHASE ORDER 27-01186 IN THE AMOUNT OF $160,000.00

WHEREAS, Illinois Compiled Statutes 65 ILCS 5/8-9-1 provides that a contract in which the expense to be incurred by a municipality exceeds $25,000 shall be competitively bid, except that such contract may be entered into by the proper municipal officers without advertising for bids if authorized by a vote of two-thirds (2/3) of all Trustees then holding office; and

WHEREAS, Section 3.04.020 of the Mundelein Municipal Code provides that a contract in which the expense to be incurred by the Village exceeds $20,000 may be entered into without advertising for bids if authorized by a vote of two-thirds (2/3) of all Trustees then holding office; and

WHEREAS, the wastewater treatment process includes removing phosphorus; and

WHEREAS, the IEPA requires the removal of phosphorus; and

WHEREAS, Mundelein utilizes HYPER+ION 5800, a form of aluminum chloride hydroxide sulfate, to remove phosphorus from its wastewater; and

WHEREAS, over 400,000 lbs of HYPER+ION 5800 are used annually to remove phosphorus from Mundelein's wastewater; and

WHEREAS, Chemtrade Chemicals US LLC. is the preferred vendor because they are the only company that supplies HYPER+ION 5800, which has provided the best results for phosphorus removal at Mundelein's wastewater treatment plant.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, COUNTY OF LAKE, STATE OF ILLINOIS, as follows:

SECTION I: The formal competitive bidding process provided in Section 3.04.020 of the Mundelein Municipal Code, and the Illinois Compiled Statutes 65 ILCS 5/8-9-1, is hereby waived for the supply of the phosphorus removal chemical HYPER+ION 5800.

SECTION II: The purchase order 27-01186 in the amount of $160,000.00 is hereby approved.

XXXX this 8th day of June 2026, by roll call vote.

RESULT:	**[]**
MOVER:	None
SECONDER:	None
AYES:	None
NAYS:	None

ABSTAIN: None

President

ADOPTED: Monday, June 8, 2026

APPROVED: Monday, June 8, 2026

ATTEST: _____

Village Clerk

March 31, 2026

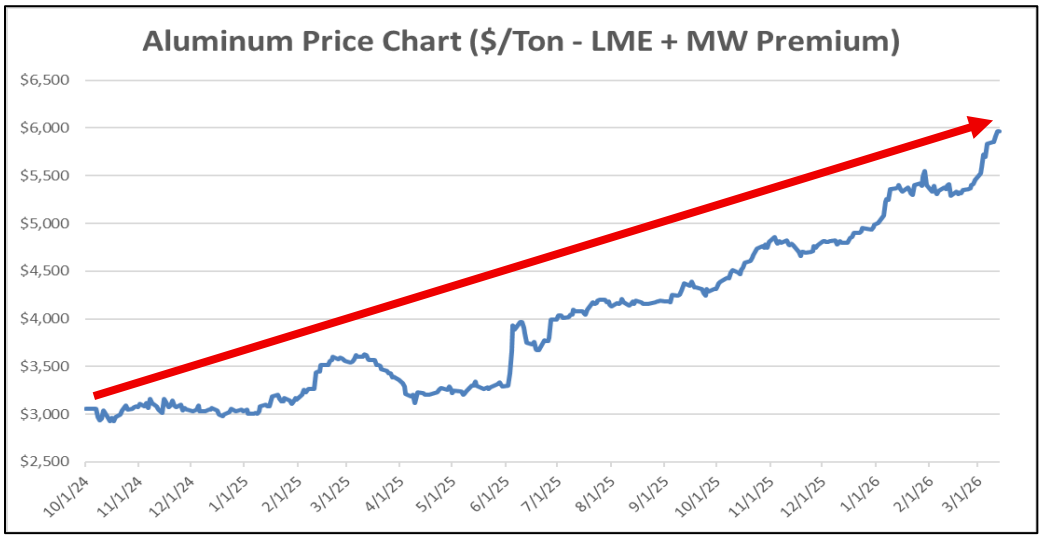
Aluminum, Oil & Commodity Prices Climb Amid Geopolitical Conflicts

Dear Valued Customer,

We trust this message finds you well.

Coming into 2026, we were faced with all-time high Aluminum costs – driven in part by two rounds of tariffs applied in 2025 – sharply increasing the price to both the LME (London Metal Exchange) and the MWP (Midwest Premium). These two indices combined are what contribute to the final cost of Aluminum. Throughout 2025, and in February 2026, we had to make the difficult decision to pass along these costs during each tariff increase and further increased Aluminum prices based on the continued rise in the LME + MWP indices. We have implemented several internal measures to prevent passing along additional increases, as well as absorbing as much as possible, while Aluminum prices continue to trade higher.

Unfortunately, given the recent geopolitical events in the Middle East where total Aluminum exports account for ~10% of global demand, Brent/WTI crude oil being shorted by the chokehold of the Strait of Hormuz and commodity chemicals facing shortages due to suspended exports all contribute to the cost increases we, and most others, are facing. Reduced Aluminum imports and inventories are continually driving prices to steep and unprecedented levels. Some of the fundamental drivers include increased global demand, limited production in China, freight charges, increases on energy and rising production costs. Below you will see the most up to date chart (updated 3/15/2026) with the LME and MWP prices. This is public information and both indices can be found at LME.com.



As a reminder, and as previously noted in prior announcements, *we would like to reassure you of the robust supply chain system Chemtrade has in both sourcing raw materials and manufacturing facilities to reliably supply our customers. As such, we do not foresee material supply disruption or interruption.*

While we do not anticipate supply chain issues, raw Aluminum is imported into the US and used as the main/active ingredient in the production of Aluminum-based coagulants (e.g., ACH or Aluminum Chlorohydrate and PACl or Polyaluminum Chlorohydrate). Given the factors outlined above, we have seen an immediate and unprecedented impact on all input and diesel/shipping costs. We remain committed to ensuring that you continue to receive the same quality and availability of products that you have come to expect from us.

Given the events that have led to current Aluminum, shipping and commodity costs, we unfortunately will require to pass part of the cost impact through a price adjustment on all PACl/ACH products and/or products that contain PACl/ACH, effective May 1st, 2026. Your dedicated account manager will provide further details regarding the price adjustment, and we will continue to update you as we learn more.

Thank you for your understanding and continued support during this time of uncertainty. We truly appreciate your business.

Sincerely,

Zack Rasnake

Business Manager, Chemtrade Water Solutions

155 Gordon Baker Road, Suite 300, Toronto, Ontario M2H 3N5
T 416.496.5856 F 416.496.9414 Toll Free 1.866.887.8805 Web Site:
www.chemtradelogistics.com

VILLAGE OF
Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Erick Broz, Utilities Superintendent

For: Village Board Meeting of June 8, 2026

Subject: **Budget Amendment -** FY27 for Remaining Balance of Purchase Order Number 26-00516

Financial Impact:
BUDGET AMENDMENT - $70,480 - 520-457-48770 - SCADA IMPROVEMENTS

Attachments:
None

Background:
At the close of the previous fiscal year, an unexpended balance remained on approved purchase order number 26-00516. This project was not identified as a carryover during the FY27 budget preparation process. However, the services associated with this purchase order are ongoing and were properly authorized during the prior fiscal year.

Recommendation:
Motion to approve a FY27 budget amendment for GL 520-457-48770.000 for the remaining balance of purchase order number 26-00516 in the amount of $70,480.

VILLAGE OF
Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Erick Broz, Utilities Superintendent

For: Village Board Meeting of June 8, 2026

Subject: **Budget Amendment** — 500-453-47460 - Sludge Hauling

Financial Impact:
BUDGET AMENDMENT - Requesting an increase of $6,759 in account number 500-453-47460

Attachments:
None

Background:
Sludge hauling and disposal costs exceeded the approved FY2026 budget due to increased hauling volumes and disposal expenses throughout the fiscal year. Staff is requesting approval of a $6,759 budget amendment to cover the additional costs incurred.

Recommendation:
Motion to approve an FY2026 budget amendment in the amount of $6,759 for account number 500-453-47460 — Sludge Hauling, to cover additional costs incurred during the fiscal year.

VILLAGE OF
Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Erick Broz, Utilities Superintendent

For: Village Board Meeting of June 8, 2026

Subject: **Budget Amendment -** FY26 - Consulting Services

Financial Impact:

BUDGET AMENDMENT - $149,450.00 - 500-451-46410.000 - Consulting Services

Attachments:
None

Background:
Temporary staffing assistance was previously approved to support operations at the Water Reclamation Facility during the transition to a new Superintendent. The contract for Baxter & Woodman was approved for $140,200.00. Additional work orders totaling $9,250.00 are needed for FY26.

Recommendation:

Motion to approve a budget amendment of $149,450.00 for FY26 for the staffing contract with Baxter & Woodman. Total expenditures shall not exceed $149,450.00 for the full contract amount.

VILLAGE OF Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Kelsey Howe, Business Services Manager
Robert Greenfield, Director of Public Works and Engineering

For: Village Board Meeting of June 8, 2026

Subject: Fireworks Land Use Agreement

Financial Impact:
None

Attachments:
1. Mundelein - T2 Fireworks Land Use Agreement

Background:
T2 Courtland Mundelein LLC is the current owner of the former Public Works property located at 440 East Crystal Street and 444 East Courtland Street. The Village has historically utilized this property as the launch site for its annual Fourth of July fireworks display. The attached License and Indemnity Agreement provides the Village with a one-time license to access and use the property for the 2026 Fourth of July fireworks. Staff is currently awaiting landowner approval of edits recommended by the Village Attorney; however, in the interest of time with the upcoming event, staff is seeking Board approval of the agreement in its current form, with the Village Attorney authorized to make non-material edits agreeable to both parties.

Recommendation:
Motion to approve the License and Indemnity Agreement between the Village of Mundelein and T2 Courtland Mundelein, LLC and authorize the Village Administrator to execute said Agreement, subject to review and approval of the Village Attorney.

LICENSE AND INDEMNITY AGREEMENT

This **LICENSE AND INDEMNITY AGREEMENT** (this "Agreement") is made and entered into as of _____, 2026 (the "Effective Date"), by and between **T2 Courtland Mundelein LLC**, a Delaware limited liability company ("Licensor"), and the **Village of Mundelein, Illinois**, an Illinois municipal corporation (the "Village"). Licensor and the Village are referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS

A. Licensor is the fee simple owner of certain real property located in Mundelein, Lake County, Illinois, legally described as Lots 2 and 4 of the Springbank Subdivision and commonly known as 440 East Crystal Street and 444 East Courtland Street, Mundelein, Illinois (collectively, the "Property").

B. The Village has historically conducted a fireworks display from the Property as part of its annual July 4th celebration and has requested permission to use the Property for such purpose on July 4, 2026.

C. Licensor is willing to grant the Village a one-time, limited license to use the Property for the Event (as defined below), subject to and on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of License.

Subject to the terms and conditions of this Agreement, Licensor hereby grants to the Village a non-exclusive, non-transferable, irrevocable license (the "License") to enter upon the Property solely for the purpose of staging, conducting, and cleaning up after a single fireworks display on July 4, 2026 in connection with the Village's annual July 4th celebration (the "Event"). The License includes reasonable access to the Property during daylight hours on July 2, 2026 for setup and through 11:59 p.m. on July 6, 2026 for cleanup, and the right to place up to two (2) dumpsters on the Property from June 30, 2026 through July 6, 2026 for use in connection with the Event, which the Village shall remove on or before July 6, 2026. The License shall automatically terminate upon the earliest of (i) 11:59 p.m. on July 6, 2026, (ii) the Village's completion of its cleanup obligations under Section 5. This Agreement is a license only and conveys no leasehold, easement, possessory, or other property interest in the Property.

2. Use Restrictions.

The Village shall, and shall cause its officers, employees, agents, contractors (including, without limitation, its pyrotechnics operator), invitees, and other persons accessing the Property on its behalf or with its authorization (collectively, the "Village Parties") to:

(a) comply with all applicable federal, state, and local laws, statutes, ordinances, codes, rules, and regulations, including, without limitation, the Illinois Pyrotechnic Distributor and Operator Licensing Act (225 ILCS 227/) and all rules promulgated thereunder;

(b) obtain, at the Village's sole cost, all permits, licenses, and approvals required for the Event, and deliver copies of the same to Licensor not less than five (5) business days prior to the Event;

(c) engage only a pyrotechnics operator duly licensed by the State of Illinois to discharge the fireworks at the Event;

(d) limit the Event to a single day, July 4, 2026 (or, if the Event is postponed due to weather, July 5, 2026 as a rain date), with permitted setup and cleanup periods as set forth in Section 1;

(e) not damage, alter, or improve the Property in any manner beyond ordinary wear and tear arising from the permitted use; and

(f) not use the Property, or permit it to be used, for any purpose other than the Event.

3. Insurance.

The Village shall, at its sole cost and expense, procure and maintain in full force and effect throughout the term of the License the following insurance coverages, each issued by an insurer authorized to do business in Illinois and having an A.M. Best rating of A- VIII or better:

(a) Commercial General Liability insurance, written on an occurrence basis, with limits of not less than $5,000,000 per occurrence and $10,000,000 in the aggregate, covering bodily injury, property damage, personal injury, and contractual liability;

(b) Umbrella or excess liability insurance with limits of not less than $5,000,000 per occurrence and in the aggregate, sitting excess of the coverage required in clause (a);

(c) The Village shall cause its pyrotechnics operator to procure and maintain pyrotechnics liability insurance with limits of not less than $5,000,000 per occurrence, specifically covering the discharge, handling, storage, and transportation of fireworks and related materials at the Event; and

(d) Workers' compensation insurance for the Village's employees in the statutory amounts required by Illinois law and employer's liability insurance with limits of not less than $1,000,000.

Each policy required under clauses (a), (b), and (c) above shall (i) name T2 Courtland Mundelein LLC, T2 Capital Management, LLC, and their respective parents, subsidiaries, affiliates, members, managers, partners, officers, directors, employees, agents, and representatives (collectively, the "T2 Parties") as additional insureds on a primary and non-contributory basis with respect to the Event and the Property; (ii) include a waiver of subrogation in favor of the T2 Parties; and (iii) provide that the coverage may not be cancelled, materially modified, or non-renewed except upon thirty (30) days' prior written notice to Licensor. Not less than ten (10) business days prior to the Event, the Village shall deliver to Licensor (x) certificates of insurance evidencing the foregoing coverages, (y) copies of the additional insured and waiver of subrogation endorsements, and (z) a copy of the pyrotechnics operator's current Illinois pyrotechnic operator license.

4. Indemnification.

To the fullest extent permitted by law (including, without limitation, the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/), the Village shall indemnify, defend (with counsel reasonably acceptable to Licensor), and hold harmless the T2 Parties from and against any and all claims, demands, suits, actions, causes of action, damages, losses, liabilities, judgments, settlements, fines, penalties, costs, and expenses of every kind and nature (including, without limitation, reasonable attorneys' fees, expert witness fees, court costs, and other litigation expenses) (collectively, "Claims") arising out of, resulting from, or in any way connected to (a) the Event; (b) the entry onto, presence at, use of, or activities

on or about the Property by any of the Village Parties or any spectator, attendee, or other invitee of the Event; (c) the discharge, use, storage, handling, or transportation of fireworks, pyrotechnics, or related materials on or about the Property; (d) any injury to or death of any person, or any damage to or loss of property, occurring at or in connection with the Event; (e) any violation by any of the Village Parties of any law, regulation, ordinance, or permit; or (f) any breach by the Village of this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent any Claim is finally determined by a court of competent jurisdiction to have arisen out of the gross negligence or willful misconduct of a T2 Party. The Village's obligations under this Section 4 shall survive the expiration or earlier termination of this Agreement.

5. Cleanup.

The Village shall, at its sole cost and expense, remove from the Property all debris, unexploded shells, duds, packaging, equipment, and other materials related to the Event within forty-eight (48) hours after the conclusion of the Event.

6. Condition of Property; AS-IS.

The Village acknowledges that it has inspected the Property and accepts the Property in its "AS-IS, WHERE-IS" condition, with all faults, for purposes of the Event. Licensor makes no representations or warranties of any kind, express or implied, with respect to the Property, including, without limitation, any representation or warranty regarding the suitability of the Property for the Event, the condition of the soil or surface, the presence or absence of hazardous substances, or compliance with any law. The Village acknowledges that the Property is undeveloped land that may contain uneven terrain, debris, and other hazards.

7. No Liens.

The Village shall not permit, and shall promptly cause the release of, any mechanic's, materialman's, or other lien filed against the Property in connection with the Event or any of the Village Parties' activities.

8. Revocation.

Intentionally Omitted.

9. No Future Rights.

This Agreement applies solely to the Event on July 4, 2026 and confers no right, option, or expectation in favor of the Village to use the Property in any subsequent year or for any other purpose. Any future use of the Property by the Village shall require a separate written agreement executed by Licensor.

10. No Joint Venture.

Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment, or other relationship between the Parties other than that of licensor and licensee.

11. Notices.

All notices, consents, and other communications under this Agreement shall be in writing and shall be deemed given when delivered personally, on the next business day if sent by nationally recognized overnight courier, or on the third business day after mailing by certified U.S. mail (return receipt requested),

in each case addressed as follows (or to such other address as a Party may designate by notice given in accordance with this Section):

If to Licensor:
T2 Courtland Mundelein LLC
c/o T2 Capital Management, LLC
100 N Main Street
Wheaton, Illinois 60187
Attention: John Felker

with a copy (which shall not constitute notice) to:
Barack Ferrazzano Kirschbaum & Nagelberg LLP
200 West Madison Street, Suite 3900
Chicago, Illinois 60606
Attention: Bryan A. Segal

If to the Village:
Village of Mundelein
300 Plaza Circle
Mundelein, Illinois 60060
Attention: Director of Community Development

12. Governing Law; Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict-of-laws principles. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Lake County, Illinois for any dispute arising out of or relating to this Agreement.

13. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements, understandings, and communications regarding the use of the Property for fireworks displays or the Event.

14. Amendments.

This Agreement may be amended, modified, or waived only by a written instrument signed by both Parties.

15. Counterparts; Electronic Signatures.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures delivered by facsimile, PDF, or other electronic means (including DocuSign or comparable platforms) shall be valid and binding.

16. Severability.

If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and the invalid, illegal, or

unenforceable provision shall be modified to the minimum extent necessary to render it valid, legal, and enforceable while preserving the Parties' original intent.

17. No Third-Party Beneficiaries.

Except for the T2 Parties (each of whom is an express third-party beneficiary of Section 4), this Agreement is for the sole benefit of the Parties and their permitted successors and assigns and is not intended to confer any rights or remedies on any other person.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

LICENSOR:

T2 COURTLAND MUNDELEIN LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

VILLAGE:

VILLAGE OF MUNDELEIN, ILLINOIS,
an Illinois municipal corporation

By: _____
Name: _____
Title: _____

Attest:

_____
Village Clerk

VILLAGE OF
Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Limperios Limperatos, Assistant Finance Director
Linda Miller, Finance Director

For: Village Board Meeting of June 8, 2026

Subject: FYE2027 Appropriation Ordinance

Financial Impact:

Attachments:
None

Background:
The annual Appropriation Ordinance is required to be adopted during the first three months of the government's fiscal year. This Ordinance provides the legal limit of spending. The Budget adopted in April for FY2027 was approximately $88 million and is the document the Departments follow during the budget year. The Appropriation Ordinance provides the Village flexibility in managing its operations for any unforeseen expenditures.

Recommendation:
Motion to pass the Annual Appropriation Ordinance of the Village of Mundelein, Lake County, Illinois for the fiscal year beginning May 1, 2026, and ending April 30, 2027.

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

CERTIFICATE

I, Karen Walsh, certify that I am the duly elected Municipal Clerk for the Village of Mundelein, Lake County, Illinois.

I further certify that on June 8, 2026 the Corporate Authorities of such Village passed and approved:

Ordinance No. O-26-06-54
which is entitled

FYE2027 Appropriation Ordinance

The pamphlet form of said Ordinance, including the Ordinance and a cover sheet thereof was prepared and a copy of such Ordinance was posted in the Village Hall commencing on 6/9/2026, June 25, 2024 and was posted for at least ten days thereafter.

Copies of such Ordinance are available for public inspection upon request in the Customer Service Office.

Dated at Mundelein, Illinois on 6/9/2026.

_____
Village Clerk

ORDINANCE NO. O-26-06-54

AN ANNUAL APPROPRIATION ORDINANCE OF THE VILLAGE OF MUNDELEIN, LAKE COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2026 AND ENDING APRIL 30, 2027

BE IT ORDAINED by the President and the Board of Trustees of the Village of Mundelein, Lake County, Illinois:

SECTION I: Fiscal Year That the Fiscal Year of the Village of Mundelein, Lake County, Illinois, be and the same is hereby fixed and declared to be May 1, 2026 to April 30, 2027.

SECTION II: General Corporate Appropriations That the following sums of money, or as much as may be needed or deemed necessary to defray all expenses and liabilities of the Municipality hereinafter designated, be and the same are hereby appropriated for the general corporate purposes of the Village of Mundelein, Lake County, Illinois, herein specified, for the fiscal year commencing on May 1, 2026 and ending April 30, 2027.

	CORPORATE FUND		**FY27**
	BOARDS AND COMMISSIONS		**APPROPRIATION**
	EXECUTIVE BOARD		
	45000	WAGES, SALARIES & BENEFITS	138,000
	46000	CONTRACTED SERVICES	86,000
	47000	OPERATING SUPPLIES & EXPENSES	8,000
		TOTAL EXECUTIVE BOARD	**232,000**
	COMMISSIONS		
	46000	CONTRACTED SERVICES	327,000
	47000	OPERATING SUPPLIES & EXPENSES	56,000
		TOTAL COMMISSIONS	**383,000**
		TOTAL BOARDS & COMMISSIONS	**615,000**
	GENERAL GOVERNMENT		
	ADMINISTRATIVE		
	45000	WAGES, SALARIES & BENEFITS	3,132,000
	46000	CONTRACTED SERVICES	1,418,000
	47000	OPERATING SUPPLIES & EXPENSES	468,000
		TOTAL ADMINISTRATIVE	**5,018,000**
	FINANCE		
	45000	WAGES, SALARIES & BENEFITS	361,000
	46000	CONTRACTED SERVICES	1,830,000

	47000	OPERATING SUPPLIES & EXPENSES	12,000
	49900	OTHER USES – FUNDS TRANSFER	4,719,000
		TOTAL FINANCE	**6,922,000**
	LEGAL		
	46000	CONTRACTED SERVICES	572,000
		TOTAL LEGAL	**572,000**
	CAPITAL PROJECTS		
	48000	CAPITAL IMPROVEMENTS	1,279,000
		TOTAL CAPITAL PROJECTS	**1,279,000**
	BUILDING		
	45000	WAGES, SALARIES & BENEFITS	1,554,000
	46000	CONTRACTED SERVICES	31,000
	47000	OPERATING SUPPLIES & EXPENSES	16,000
		TOTAL BUILDING	**1,601,000**
		TOTAL GENERAL GOVERNMENT	**15,392,000**
	PUBLIC SAFETY		
	POLICE DEPARTMENT		
	45000	WAGES, SALARIES & BENEFITS	16,361,000
	46000	CONTRACTED SERVICES	1,225,000
	47000	OPERATING SUPPLIES & EXPENSES	624,000
		TOTAL POLICE DEPARTMENT	**18,210,000**
	FIRE DEPARTMENT		
	45000	WAGES, SALARIES & BENEFITS	8,210,000
	46000	CONTRACTED SERVICES	1,082,000
	47000	OPERATING SUPPLIES & EXPENSES	348,000
		TOTAL FIRE DEPARTMENT	**9,640,000**
		TOTAL PUBLIC SAFETY	**27,850,000**
	PUBLIC WORKS		
	ADMINISTRATION		
	45000	WAGES, SALARIES & BENEFITS	869,000
	46000	CONTRACTED SERVICES	318,000
	47000	OPERATING SUPPLIES & EXPENSES	6,000

		TOTAL ADMINISTRATION	**1,193,000**
	FACILITY MAINTENANCE		
	45000	WAGES, SALARIES & BENEFITS	655,000
	46000	CONTRACTED SERVICES	606,000
	47000	OPERATING SUPPLIES & EXPENSES	108,000
	TOTAL FACILITY MAINTENANCE	**1,369,000**	
BLDG/GRDS – TRAIN PARKING			
46000		CONTRACTED SERVICES	62,000
47000		OPERATING SUPPLIES & EXPENSES	27,000
		TOTAL BLDG/GRDS TRAIN PRKNG	**89,000**
	VEHICLE MAINTENANCE		
	45000	WAGES, SALARIES & BENEFITS	681,000
	46000	CONTRACTED SERVICES	90,000
	47000	OPERATING SUPPLIES & EXPENSES	683,000
		TOTAL VEHICLE MAINTENANCE	**1,454,000**
	STREETS		
	45000	WAGES, SALARIES & BENEFITS	1,377,000
	46000	CONTRACTED SERVICES	921,000
	47000	OPERATING SUPPLIES & EXPENSES	471,000
		TOTAL STREETS	**2,769,000**
		TOTAL PUBLIC WORKS	**6,874,000**
	SUMMARY		
		BOARDS & COMMISSIONS	**615,000**
		GENERAL GOVERNMENT	**15,392,000**
		PUBLIC SAFETY	**27,850,000**
		PUBLIC WORKS	**6,874,000**
		TOTAL CORPORATE FUND	**50,731,000**

SECTION III: Special Appropriations That the following sums of money, or as much as may be authorized by law, as may be needed or designated, are hereby appropriated for the special purpose herein specified for the fiscal year commencing May 1, 2026 and ending April 30, 2027.

			FY27
	SPECIAL PURPOSE **ROAD & BRIDGE**		**APPROPRIATION**
	48000	CAPITAL IMPROVEMENTS	5,164,000
		TOTAL ROAD & BRIDGE	**5,164,000**
	IL MUNICIPAL RETIREMENT FUND		
	45000	WAGES, SALARIES & BENEFITS	842,000
		TOTAL IMRF	**842,000**
	SOCIAL SECURITY		
	45000	WAGES, SALARIES & BENEFITS	1,654,000
		TOTAL SOCIAL SECURITY	**1,654,000**
	MOTOR FUEL TAX		
	48000	CAPITAL IMPROVEMENTS	2,040,000
		TOTAL MOTOR FUEL TAX	**2,040,000**
	EQUIPMENT FUND		
	48000	CAPITAL IMPROVEMENTS	722,000
		TOTAL EQUIPMENT FUND	**722,000**
	STORMWATER MANAGEMENT		
	48000	CAPITAL IMPROVEMENTS	2,640,000
	49000	DEBT SERVICE	528,000
		TOTAL STORM WATER	**3,168,000**
	CAPITAL DEVELOPMENT		
	49900	OTHER USES – FUNDS TRANSFER	950,000
		TOTAL CAPITAL DEVELOPMENT	**950,000**
	TRANSPORTATION FUND		
	49900	OTHER USES – FUNDS TRANSFER	1,000,000
		TOTAL TRANSPORTATION FUND	**1,000,000**

	STATE DRUG ASSETS FUND		
	47000	OPERATING SUPPLIES & EXPENSES	110,000
		TOTAL STATE DRUG ASSETS FUND	**110,000**
	BOND LEVY		
	46000	CONTRACTED SERVICES	1,000
	49000	DEBT SERVICE	975,000
		TOTAL BOND LEVY	**976,000**
	TAX REBATES		
	49500	TAX REBATES	1,045,000
		TOTAL TAX REBATES	**1,045,000**
	TIF 2 – DOWNTOWN FUND		
	46000	CONTRACTED SERVICES	55,000
	48000	CAPITAL IMPROVEMENTS	300,000
	49400	NOTE PRINCIPAL	1,320,000
	49900	CONTINGENT	578,000
		TOTAL TIF 2 - DOWNTOWN	**2,253,000**
	TIF 3 – DOWNTOWN FUND		
	46000	CONTRACTED SERVICES	56,000
	48000	CAPITAL IMPROVEMENTS	324,000
	49000	DEBT SERVICE	622,000
	49400	NOTE PRINCIPAL	880,000
	49900	CONTINGENT	550,000
		TOTAL TIF 3 - DOWNTOWN	**2,432,000**
TIF 4 – OAK CREEK/TOWNLINE ROAD FUND			
46000		CONTRACTED SERVICES	55,000
48000		CAPITAL IMPROVEMENTS	265,000
49400		NOTE PRINCIPAL	1,320,000
49900		CONTINGENT	550,000
		TOTAL TIF 4 - OAK CREEK/TOWNLINE ROAD FUND	**2,190,000**
	ARCHER BUSINESS CENTER		
	46000	CONTRACTED SERVICES	325,000
	47000	OPERATING SUPPLIES & EXPENSES	127,000
	48000	CAPITAL IMPROVEMENTS	876,000

		TOTAL ARCHER BUSINESS CENTER	**1,328,000**
	COM DEVELOPMENT/BLOCK GRANTS		
	46000	CONTRACTED SERVICES	209,000
		TOTAL COMM DEVELOPMENT /BLOCK GRANTS	**209,000**
	CAPITAL PROJECTS/ARPA		
	48000	CAPITAL IMPROVEMENTS	508,000
		TOTAL CAPITAL PROJECTS/ARPA	**508,000**
	FIRE PENSION		
	46400	PROFESSIONAL SERVICES	50,000
	46900	OTHER SERVICES	80,000
		TOTAL	**130,000**
		PENSION PAYMENTS	
	45600	RETIREMENT PENSIONS	2,070,000
	45800	DISABILITY PENSIONS	330,000
		TOTAL	**2,400,000**
		TOTAL FIRE PENSION	**2,530,000**
	POLICE PENSION		
	46400	PROFESSIONAL SERVICES	70,000
	46900	OTHER SERVICES	80,000
		TOTAL	**150,000**
		PENSION PAYMENT	
	45600	RETIREMENT PENSIONS	3,660,000
	45700	WIDOW'S PENSIONS	180,000
	45800	DISABILITY PENSIONS	460,000
		TOTAL	**4,300,000**
		TOTAL POLICE PENSION	**4,450,000**
	SPECIAL ASSESSMENTS		
	49900	CONTINGENT	1,000,000
		TOTAL SPECIAL ASSESSMENTS	**1,000,000**
	SUMMARY		
		ROAD & BRIDGE	**5,164,000**
		IL MUNICIPAL RETIREMENT	**842,000**

		SOCIAL SECURITY	**1,654,000**
		MOTOR FUEL TAX	**2,040,000**
		EQUIPMENT FUND	**722,000**
		STORM WATER MGT	**3,168,000**
		CAPITAL DEVELOPMENT	**950,000**
		TRANSPORTATION	**1,000,000**
		STATE DRUG ASSETS **BOND LEVY**	**110,000** **976,000**
		TAX REBATE	**1,045,000**
		TIF 2 - DOWNTOWN	**2,253,000**
		TIF 3 - DOWNTOWN	**2,432,000**
		TIF 4 – OAK CREEK/TOWNLINE ROAD	**2,190,000**
		ARCHER BUSINESS CENTER	**1,328,000**
		COM DEVELOPMENT /BLOCK GRANTS	**209,000**
		CAPITAL PROJECTS/ARPA	**508,000**
		FIRE PENSION	**2,530,000**
		POLICE PENSION	**4,450,000**
		SPECIAL ASSESSMENTS	**1,000,000**
		TOTAL SPECIAL PURPOSE	**34,571,000**
	WATER/SEWER OPERATIONS		
	SEWER		
	45000	WAGES, SALARIES & BENEFITS	1,909,000
	46000	CONTRACTED SERVICES	540,000
	47000	OPERATING SUPPLIES & EXPENSES	1,240,000
		TOTAL SEWER	**3,689,000**
	WATER		
	45000	WAGES, SALARIES & BENEFITS	1,912,000
	46000	CONTRACTED SERVICES	662,000
	47000	OPERATING SUPPLIES & EXPENSES	2,716,000
		TOTAL WATER	**5,290,000**
		TOTAL WATER/SEWER OPERATIONS	**8,979,000**
	DEPRECIATION		

	SEWER		
	48000	CAPITAL IMPROVEMENTS	4,732,000
	49000	DEBT SERVICE	550,000
		TOTAL UPTOWN SR (DEP)	**5,282,000**
	WATER		
	48000	CAPITAL IMPROVEMENTS	6,940,000
		TOTAL MAINTENANCE WR (DEP)	**6,940,000**
		TOTAL DEPRECIATION	**12,222,000**
	SUMMARY		
		WATER/SEWER OPERATIONS	**8,979,000**
		DEPRECIATION	**12,277,000**
		TOTAL WATER SEWER	**21,201,000**
	TOTAL SUMMARY		
	CORPORATE		**50,731,000**
	SPECIAL PURPOSE		**34,571,000**
	WATER/SEWER		**21,201,000**
		TOTAL	**106,503,000**

Grand total all funds being the total appropriation for general, special purpose and water and sewer funds mentioned herein for the fiscal year ending April 30, 2027.

SECTION IV: Unexpended Balances The unexpended balance of any item or of items of any appropriation made by this ordinance may be expended in making up any deficiency in any item or items in the same general appropriations made by this ordinance.

SECTION V: Validity If any section, paragraph, clause, item or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause, item or provision shall not affect any of the other provisions of this ordinance.

SECTION VI: Ordinance Number That this ordinance shall be known as Ordinance No._.

SECTION VII: Date When Effective - Repeal This ordinance shall be in full force and effect from and after its final passage, signing, and publication in pamphlet form as provided by law, and all parts of other Ordinances in conflict with this Ordinance, if any, are hereby repealed.

SECTION VIII. Filings: The Village Clerk is hereby directed to submit a certified copy of this ordinance after its final passage, signing, and publication in pamphlet form to the County Clerk of Lake County, Illinois before the close of the first quarter of the fiscal year as provided by law.

This ordinance was adopted on June 8, 2026 at a regular meeting of the Village Board of Trustees in Mundelein Illinois, Lake County, held of that day, and ordered published in pamphlet form.

RESULT:	**[]**
MOVER:	None
SECONDER:	None
AYES:	None
NAYS:	None
ABSTAIN:	None

President

ADOPTED: Monday, June 8, 2026

APPROVED: Monday, June 8, 2026

ATTEST: _____

Village Clerk

VILLAGE OF
Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Linda Miller, Finance Director

For: Village Board Meeting of June 8, 2026

Subject: Red E – Enterprise Software as a Service (SaaS) Agreement/EV Charging Stations

Financial Impact:
Other Miscellaneous Revenue - 100-000-34599.000

Attachments:
1. RED E - SaaS Village of Mundelein Final 05.11.26

Background:
The EV public charging units to be operated by the Village utilize Red E Enterprise software. The attached agreement specifies the terms and conditions of this software agreement for a period of five years. The software fee will be netted from charging revenue received. The initial fee will be .05 per kWh charged.

Recommendation:
Motion to authorize the Village Finance Director to sign a five-year licensing agreement for Enterprise Software as a Service with Red E for the operation of the EV Charging Stations at Village-owned parking lots.

RED E – ENTERPRISE SOFTWARE AS A SERVICE (SAAS) TERMS AND CONDITIONS

1. **Agreement and Applicability**.

These Red E – Enterprise Software as a Service (SaaS) Terms and Conditions ("SaaS Agreement") are entered into as of the Effective Date (as defined in the Terms), by and among, Red E (as defined in Exhibit A in the Terms) ("Licensor") and Company (as defined in Exhibit A in the Terms) ("Subscriber").

For purposes of this SaaS Agreement, Subscriber and Licensor each will be referred to individually as a "Party" and together as "Parties."

Any capitalized terms used in this SaaS Agreement and not defined in this SaaS Agreement, shall have the meaning given to them in the Terms.

This SaaS Agreement, the Invoice, and the Terms are incorporated in this SaaS Agreement by reference.

In case of a conflict between this SaaS Agreement, the Invoice and the Terms, the terms of the Invoice shall take precedence, followed by the terms of this SaaS Agreement, and finally the Terms.

This SaaS Agreement contains the final and entire agreement of the Parties and supersedes all previous and contemporaneous verbal or written negotiations, understandings, or agreements regarding the SaaS Agreement's subject matter.

2. **Definitions.**

"**Application"** shall mean the Licensor-developed application used by Subscriber for the Service in this Agreement;

"Authorized User" shall mean one (1) of Subscriber's employees and independent contractors working for Subscriber in the ordinary course of Subscriber's business who: (i) agree to be bound by the terms of this SaaS Agreement; and (ii) are specifically authorized by Subscriber to access the Service;

"Authorized Reseller" shall mean a third party authorized by Red E to sell the Service which are the subject of this SaaS Agreement;

"Billing Start Date" shall mean the date identified on the Invoice as the date from which billing shall be calculated (which under no circumstances shall be later than the Service Start Date, and if not indicated on the Invoice shall default to the Service Start Date);

"Display Devices" shall mean any customer device or EV Charging Station, as the case may be, used to access and display the Service;

"Service" shall mean the following: (1) as described in the Invoice; and (2) the EV Charging Station Management Software; including the software to use, operate, and monitor the EV Charging Stations, and Red E Enterprise Portal;

"Service Start Date" shall mean the date from which Subscriber creates a profile on the Red E Enterprise Portal for the Service;

"Fees" shall mean the fees payable pursuant to Section 4;

"Invoice" shall mean the Invoice that sets out the commercial terms and is executed by the Parties, if Subscriber purchased the Service from Licensor. If Subscriber purchases the Service from an Authorized Reseller then Invoice shall mean whatever document outlines the fees and payments for the Service;

"Agreement Term" shall mean a period of five (5) years;

"Terms" shall mean the General Terms and Conditions that are available upon request by emailing us at https://www.redecharge.com/terms-conditions.

3. **License to Receive the Service.**

Grant. Licensor hereby grants Subscriber a limited, nonexclusive and non-transferable license, without right of sublicense, during the Agreement Term to access and display on Subscriber's Display Devices within the United States, the Service, and to permit Authorized Users to use the Service, subject to the terms and conditions of this SaaS Agreement. All rights in the Service not expressly granted hereunder are reserved to Licensor.

Scope. The license granted to Subscriber hereunder is limited to a single, authorized Application for the display and retrieval of the Service on an Authorized User's Display Device. The license does not extend to multiple applications for the display or retrieval of content within the Services. Subscriber shall have no right pursuant to this SaaS Agreement to distribute the Service in whole or in part over the internet, or via email or instant messaging, via an intranet, personal digital assistant, wireless application protocol, short message service or radio system. Nothing in this SaaS Agreement shall obligate Licensor to continue providing access to any Service beyond the date when Licensor ceases providing such Service to subscribers generally.

Restrictions on Use. Subscriber shall not edit, alter, abridge or otherwise change in any manner the content of the Service, including, without limitation, all copyright and proprietary rights notices. Subscriber may not, and may not permit others to: (1) reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the software or Service; (2) modify, translate, adapt, alter, or create derivative works from the Service; (3) copy (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease, or otherwise exploit the Service; or (4) distribute, sublicense, rent, lease, loan, or grant any third party access to or use of the Service.

4. **Fees and Payment.**

In exchange for the license granted above, commencing on the Billing Start Date, Subscriber shall pay Licensor for the Agreement Term hereof the Fees (as indicated on the Invoice under "Red E – Enterprise Software"), based on the Services and on any other commercial terms contained in this SaaS Agreement. Subscriber shall only be entitled to one Authorized User.

Plan Eligibility. Each subscription plan offered by Licensor is associated with specific usage conditions ("Plan Eligibility Criteria"), including whether Subscriber uses the EV Charging Stations for paid public charging, private / closed charging, free charging, internal fleet charging, or any other operating model. Subscriber agrees that Licensor may review Subscriber's actual usage of the Software and Charging Stations to confirm compliance with the applicable Plan Eligibility Criteria.

Plan Adjustment Right. If Licensor determines that Subscriber's usage does not match the Eligibility Criteria for the Subscriber's current plan, Licensor may require Subscriber to transition to the appropriate plan for its actual usage, which may include a higher fee plan, a plan with a minimum monthly fee, or a plan with different commercial terms. Licensor shall provide at least ninety (90) days' notice of any required plan adjustment. If Subscriber does not transition within the notice period, Licensor may suspend or discontinue Subscriber's access to the Service until the Subscription is updated.

Fee Adjustments; Economic Viability. Licensor may modify Fees for the Service pursuant to the notice requirements in this SaaS

Agreement. In addition, if the operation of the Service at Subscriber's Site becomes economically unreasonable due to usage levels, site conditions, access restrictions, maintenance requirements, or other operational burdens, Licensor may: (a) invoice Subscriber for incremental costs; (b) require Subscriber to transition to a plan with higher or minimum monthly Fees; or (c) suspend or discontinue Service at the Site upon ninety (90) days' notice.

Right to Disable or Remove. If Subscriber fails to adopt the required plan or pay applicable Fees after notice, Licensor may disable access to the Software or, if applicable, remove or deactivate Charging Stations associated with the Service. Subscriber shall remain responsible for all Fees accrued prior to suspension or removal.

Repair; Recovery of Costs (Performance Plan). If Subscriber is enrolled in a Performance Plan that includes revenue-generating charging sessions and the Charging Station requires repair, replacement, or maintenance to restore functionality, Licensor may, in its sole discretion, perform such repair or replacement. Licensor may withhold and apply all charging-session revenue, transaction proceeds, or other amounts otherwise payable to Subscriber until Licensor has fully recovered all costs associated with such repair, replacement, or maintenance. Licensor shall have no obligation to release revenue or resume settlement until all such costs are repaid in full.

5. **Access.**

Delivery and Acceptance. The Service is delivered to Subscriber via the Display Device, Licensor will make the Service available to Subscriber as indicated on the Invoice. The Service will be deemed accepted upon the Service Start Date. Any updates, bug fixes, or upgrades ("Corrections") to the Service will be deemed accepted by Subscriber on the day such Corrections are delivered.

6. **Copyright Protection;**

Use Restrictions; Security. Subscriber agrees that the Service specifications, including without limitation, the editorial coding and metadata contained therein, are the property of Licensor or Licensor's licensers. **The works and databases included in the content of the Service are protected by applicable copyright laws**. Subscriber agrees that only Authorized Users shall be permitted access to the Service. Except as set forth herein, no clients or other persons or entities who are not legal employees of Subscriber or independent contractors consulting for Subscriber in the ordinary course of Subscriber's business may be Authorized Users. Subscriber shall not reverse engineer, decompile or disassemble any part of the Service. Subscriber further agrees that neither Subscriber nor any Authorized User shall store (except as permitted under this SaaS Agreement for retrieval and display purposes only), copy, reproduce, retransmit, disseminate, sublicense, sell, distribute, publish, broadcast, circulate, create derivative works (including, without limitation, trading algorithms), test algorithms in conjunction with, or distribute by any means the Service in whole or in part to anyone, including, but not limited to, other employees of Subscriber, without Licensor's express prior written consent; provided, however, that Authorized Users may on an occasional basis in the normal course of business include limited portions of the Service (a) in oral and (with proper attribution to the respective Service) non-electronic written communications with clients and other employees, and (b) in email and instant messaging communications with other employees and/or securities professionals. Without limiting the foregoing, under no circumstances shall distribution under this Section by Subscriber be permitted if such distribution may be viewed as a substitute for a subscription to the Service itself. Subscriber agrees that when using the Service in this way, the facts, content, and intent of the Service will not be changed in form or in spirit or otherwise in any way be prejudicial to the integrity of the Service or Licensor. Other than as expressly set forth in this SaaS Agreement, no license or intellectual property rights owned or licensed by Licensor are granted to Subscriber, and all such rights are hereby expressly reserved.

7. **Disclaimer.**

SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SERVICE(S), THE CONTENTS THEREIN, AND ANY ACCOMPANYING DOCUMENTATION ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS AND LICENSOR DOES NOT MAKE ANY AND HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, ENDORSEMENTS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

8. **Indemnification.**

Subscriber Infringement Indemnity. Subscriber, at its expense, will defend, indemnify, and hold Licensor harmless from and against any and all third-party claims for damages (whether ordinary, direct, indirect, incidental, special, consequential, or exemplary), judgments, liabilities, fines, penalties, losses, claims, costs, and expenses including, without limitation, reasonable attorney's fees, finally awarded by a court of competent jurisdiction, after all rights of appeal are exhausted, against Licensor which directly relate to a claim, action, lawsuit, or proceeding made or brought against Licensor by a third party alleging the infringement or violation of such third party's registered patent, trade secret, copyright, or trademark (each a "Licensor Claim") by way of Licensor's use of any Subscriber content that Subscriber provides to Licensor and Licensor uses in the provision of any services.

Licensor Infringement Indemnity. Licensor, at its expense, will defend, indemnify, and hold Subscriber harmless from and against any and all third-party claims for damages (whether ordinary, direct, indirect, incidental, special, consequential, or exemplary), judgments, liabilities, fines, penalties, losses, claims, costs, and expenses including, without limitation, reasonable attorney's fees, finally awarded by a court of competent jurisdiction, after all rights of appeal are exhausted, against Subscriber which directly relate to a claim, action, lawsuit, or proceeding made or brought against Subscriber by a third party alleging the infringement or violation of such third party's registered patent, trade secret, copyright, or trademark (each a "Subscriber Claim") by way of Subscriber's use of the Service that Licensor provides to Subscriber.

Limitation of Liability. LICENSOR AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND LICENSORS ("THE LICENSOR PARTIES") WILL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO SUBSCRIBER, AUTHORIZED USERS, OR ANY THIRD PARTY, FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES (COLLECTIVELY, THE "EXCLUDED DAMAGES"), WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE LICENSOR PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. IN NO EVENT WILL THE LIABILITY OF THE LICENSOR PARTIES ARISING OUT OF ANY CLAIM RELATED TO THIS SAAS AGREEMENT EXCEPT FOR

INTELLECTUAL PROPERTY INFRINGEMENT OR THE SUBJECT MATTER HEREOF EXCEED THE AGGREGATE AMOUNT PAID BY SUBSCRIBER HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE LICENSOR PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW. SUBSCRIBER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR FOR ANY LOSS, DAMAGE OR COST IN CONNECTION WITH ANY CLAIM OR ACTION WHICH MAY BE BROUGHT BY ANY THIRD PARTY AGAINST LICENSOR RELATING TO ANY BREACH OF THIS SAAS AGREEMENT BY SUBSCRIBER.

9. **Term; Early Termination.**

This SaaS Agreement is effective on the Effective Date and, unless terminated earlier in accordance herewith, shall continue from the Billing Start Date for the Agreement Term. This SaaS Agreement shall automatically renew for subsequent like terms unless: (i) Subscriber gives Licensor written notice of its intention not to renew no later than thirty (30) days prior to the end of the then-current term; or (ii) Licensor gives Subscriber written notice of its intention not to renew no later than sixty (60) days prior to the end of the then-current term. For clarity: (i) in the event Subscriber executes the Invoice after the Billing Start Date then this SaaS Agreement will be deemed effective from the Billing Start Date, and (ii) in the event Subscriber receives the Service before the Invoice is executed, then this SaaS Agreement shall be deemed effective from the Service Start Date. The Fees set forth in the Invoice shall remain fixed for the first year of the Agreement Term and shall not be subject to modification during such period. After the first year of this Agreement, [m]odifications in any ongoing Fees shall be communicated to Subscriber no later than ninety (90) days prior to their effective date, and such modified Fees shall be deemed to replace those previously stated in the Invoice. If Subscriber does not accept the modified Fees, Subscriber may terminate this SaaS Agreement by providing written notice to Licensor within such ninety (90) day period. If Subscriber does not provide such written notice within the ninety (90) day period, Subscriber shall be deemed to have accepted the modified Fees and this SaaS Agreement shall continue in full force and effect at the modified Fee rate.

This SaaS Agreement may be terminated as follows: (a) if either Party commits a breach of any provision of this SaaS Agreement and fails to remedy such breach within thirty (30) days of receiving written notice thereof by the non-breaching Party ("Notice of Breach"), the Party giving such notice may then deliver a second written notice to the breaching Party terminating this SaaS Agreement, in which event this SaaS Agreement, and the licenses granted hereunder, will terminate on the date specified in such second notice; or (b) if a receiver is appointed over any assets of either Party or if either Party makes any arrangement with its creditors or becomes subject to an administration order or goes into liquidation or anything equivalent to the foregoing under any jurisdiction or ceases to carry on business, the other may terminate by giving written notice with immediate effect. If this SaaS Agreement is terminated before the end of its then current term for any other reason than those stated in this section, then Subscriber will pay to Licensor as liquidated damages the amount due by Subscriber for the previous calendar month times the number of months remaining in such Agreement Term ("Liquidated Damages") within 30 days after such termination. The Parties agree that the Liquidated Damages under this clause are not intended to be and will not be punitive in effect and that the Liquidated Damages are a genuine pre-estimate of loss (which may be difficult to ascertain) resulting from early termination of this SaaS Agreement. Notwithstanding anything to the contrary contained in this SaaS Agreement, if Subscriber receives any notice of late payment under this SaaS Agreement in any form, written or electronic, from Licensor including any business division (e.g., Licensor's Credit Department), such notice will constitute a Notice of Breach.

Additional Termination Remedies.

Acceleration. Upon any termination of this SaaS Agreement for Subscriber's breach or non-payment, all Fees remaining for the full Agreement Term shall immediately accelerate and become due and payable in full.

Reconnection Fee. If Subscriber requests reactivation of Software access following a suspension for non-payment, plan non-compliance, or breach, Subscriber shall pay a reconnection fee.

Pass-Through Deductions. Licensor may deduct any unpaid Fees, repair costs, termination buyout amounts, or other amounts owed from any charging-session revenue, transaction proceeds, or other funds processed through the Red E Enterprise Software before remitting any balance to Subscriber.

10. **Confidentiality.**

To the extent permitted by law, the Parties agree to the confidentiality provision contained in the Terms.

11. **Miscellaneous.**

Carbon Credits. Company assigns any and all renewable energy credits, allowances, or other indicators of environmental benefit (e.g., carbon credits) attributable to the presence, use, and/or operation of the equipment and charging stations, in which the Service is installed during the Agreement Term of this SaaS Agreement, unless otherwise indicated on the Invoice.

Notice. For purposes of this SaaS Agreement, any notice or communication required or permitted under this Agreement may be provided by: (a) U.S. Mail or courier to the addresses listed on the Invoice; (b) email to the email address on file for the receiving Party; or (c) electronic notification posted within the Red E Enterprise Portal if Subscriber uses the Software. Any notice delivered by email or posted in the Enterprise Portal shall be deemed delivered on the date sent or posted. Any notice delivered by mail shall be deemed delivered upon actual receipt. Subscriber acknowledges that the Red E Enterprise Portal is a primary method of communication for billing alerts, plan adjustments, software updates, and Service related notices. Subscriber agrees to log into and review the Red E Enterprise Portal at least once per calendar month. Failure to review the Portal shall not delay or invalidate the effectiveness of any notice provided through the Red E Enterprise Portal.

Amendment. This SaaS Agreement may not be amended except in a writing executed by authorized representatives of Subscriber and Licensor.

Assignment. This SaaS Agreement is not transferable, assignable, delegable, or sublicensable by Subscriber in whole or in part, without the prior written permission of Licensor. This SaaS Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, trustees, administrators, and assigns.

Survival. The following obligations of the Parties will survive termination or expiration of this SaaS Agreement for any reason if: (1) expressly stated; and (2) Sections 6, 8, and 10, of this SaaS Agreement and any payment obligations of Subscriber that accrue prior to such termination or expiration.

Independent Contractor. Licensor is acting in performance of this SaaS Agreement as an independent contractor.

Binding Effect and Third-Party Beneficiary. Except if specifically stated in this SaaS Agreement, neither Party, nor any of their respective employees or agents, will have the power or authority to bind or obligate the other Party. No third party is a beneficiary of this SaaS Agreement.

Waiver of Rights. Except where specifically stated to the contrary, all remedies available to either Party for breach of this SaaS Agreement under this SaaS Agreement, at law, or in equity, are cumulative and nonexclusive. A waiver or failure of either Party at any time to require performance by the other Party of any provision hereof will not affect the full right to require such performance at any time thereafter.

Injunctive Relief. If Subscriber breaches Section 3 of this SaaS Agreement, Licensor will be entitled, in addition to any other rights available under this SaaS Agreement or at law or in equity, to apply for immediate injunctive relief without any requirement to post a bond or other security and Subscriber acknowledges and agrees to not contest such application.

Severability. If any provision or portion thereof of this SaaS Agreement or its application in a particular circumstance is held to be invalid or unenforceable to any extent in any jurisdiction, such provision or portion thereof will, as to such jurisdiction only, be ineffective to the extent of such unenforceability. All other provisions and portions of them hereunder will not be affected by the invalidity and will be valid and enforced to the fullest extent permitted by law.

Choice of Law and Venue. This SaaS Agreement, as well as any and all tort claims arising from this SaaS Agreement or arising from any of the proposals, negotiations, communications or understandings regarding this SaaS Agreement, will be governed by and construed in accordance with the laws of the State of Michigan, United States, applicable to contracts made entirely within Michigan and wholly performed in Michigan, without regard to any conflict or choice of law principles. The sole jurisdiction and venue for any litigation arising out of this SaaS Agreement will be an appropriate federal or state court located in Michigan. Additionally, Subscriber Expressly agrees to submit to the personal jurisdiction of state and federal courts of the State of Michigan.

Force Majeure. Any failure or delay by Licensor in the performance of its obligations pursuant to this SaaS Agreement will not be deemed a default or breach of the SAAS Agreement or a ground for termination to the extent such failure or delay is due to computer, internet or telecommunications breakdowns, denial of service attacks, fire, flood, earthquake, elements of nature or acts of God, pandemics, epidemics, local disease outbreaks, public health emergencies, communicable diseases, and quarantines, acts of war, terrorism, riots, civil unrest, rebellions or revolutions in the United States or any nation where the obligations under this SaaS Agreement are to be executed, strikes, supplier and third-party failure, lockouts, or labor difficulties, or any similar cause beyond the reasonable control of Licensor.

ACKNOWLEDGEMENT

By signing below, the Company acknowledges that they will be bound by this Saas Agreement, together with that specific General Terms and Conditions with the Company ("Subscriber") as of the date listed below ("Effective Date").

COMPANY ("SUBSCRIBER")

VILLAGE OF MUNDELEIN

By: Linda Miller
Its: Authorized Signer

Effective Date:

VILLAGE OF Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Vanna Jankowski, Finance Clerk
Linda Miller, Finance Director

For: Village Board Meeting of June 8, 2026

Subject: Governing Body

Financial Impact:
$3,512,375.77

Attachments:
1. Governing Body

Background:

The Village's Bill Approval Policy requires bill approval at each board meeting. Board approval is respectfully requested. The full Governing Body Report has been posted on the Village's internet.

Recommendation:

Motion to approve the payment of bills, as indicated in the Governing Body Report for the period between May 12, 2026 and ending June 8, 2026 in the amount of $3,512,375.77.

VILLAGE OF
Mundelein
Finance Department

GOVERNING BODY

DISBURSEMENTS REPORT

June 8, 2026

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution		Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: ACH Transaction LARGE COPIER/SCANNER									
CONTINV016538									
0000030192	IMAGING ESSENTIALS INC		04/17/2026		250.00	0.00	Paid	Y	
	LARGE COPIER/SCANNER		VJANKOWSKI					04/30/2026	
	100-410-46613.000	MT COPIERS			250.00				
2576									
0000030277	CIC CORPORATION		04/21/2026		6,190.00	0.00	Paid	Y	26-01032
	EMERGENCY ROOF REPAIR AT ABC BUILDING ON		VJANKOWSKI					04/30/2026	
	294-294-46620.000	MT BUILDING & GROUNDS			6,190.00				
3045871575									
0000030324	RUSH TRUCK CTR- IL		04/21/2026		(798.00)	0.00	Paid	Y	
	CORE CREDIT CYLINDER HEAD		RPETERSON					04/30/2026	
	100-430-47526.000	MT MTLS DUMP TRUCKS			(798.00)				
332546									
0000030453	BRAD MANNING FORD INC		04/22/2026		2,251.46	0.00	Paid	Y	26-01120
	LG A56 TURBO AND PARTS REPLACEMENT		VJANKOWSKI					04/30/2026	
	100-430-47535.000	CONTRACTUAL FIRE PARTS			2,251.46				
8916									
0000030557	MUNICIPAL GIS PARTNERS, INC		04/30/2026		12,473.07	0.00	Paid	Y	26-00356
	GIS CONSORTIUM MEMBERSHIP		VJANKOWSKI					04/30/2026	
	500-451-46410.000	MEMBERSHIP IN THE GIS CONSORTIUM			4,269.61				
	500-461-46410.000	MEMBERSHIP IN THE GIS CONSORTIUM			4,266.92				
	100-440-46410.000	MEMBERSHIP IN THE GIS CONSORTIUM			2,133.22				
	500-461-46410.000	MEMBERSHIP IN THE GIS CONSORTIUM			1,803.32				
8927									
0000030558	MUNICIPAL GIS PARTNERS, INC		04/30/2026		2,466.67	0.00	Paid	Y	26-00346
	ANNUAL MGP M365 GOVERNANCE IMPLEMENTATIO		VJANKOWSKI					04/30/2026	
	100-202-46410.000	CONSULTING SERVICES			2,466.67				
9313432160									
0000030560	LAWSON PRODUCTS, INC.		04/30/2026		111.38	0.00	Paid	Y	
	ELECTRICAL CONNECTORS		VJANKOWSKI					04/30/2026	
	100-430-47070.000	TOOLS/SUPPLIES			111.38				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution		Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: ACH Transaction CITYWORKS SUPPORT SERVICES									
22499									
0000030565	RITTER GIS INC		05/01/2026		2,460.00	0.00	Paid	Y	26-00246
	CITYWORKS SUPPORT SERVICES		VJANKOWSKI					04/30/2026	
	500-461-46410.000	CONSULTING SERVICES			460.00				
	100-410-46415.000	COMPUTER SOFTWARE SUPPORT			2,000.00				
80235534									
0000030569	BADGER METER, INC.		04/29/2026		934.16	0.00	Paid	Y	
	APRIL HOSTING		VJANKOWSKI					04/30/2026	
	500-463-46415.000	COMPUTER SOFTWARE SUPPORT			934.16				
17584162									
0000030574	W.S. DARLEY & CO		04/30/2026		1,555.00	0.00	Paid	Y	26-00972
	REPLACEMENT HELMETS, EXTRICATION GLOVES		VJANKOWSKI					04/30/2026	
	100-323-47110.000	BP998 - DRAGON FIRE X2 (MEDUM)			575.00				
	100-323-47110.000	BP998 - DRAGON FIRE X2 (LARGE)			575.00				
	100-323-47110.000	BP998 - DRAGON FIRE X2 (XL)			230.00				
	100-323-47110.000	SHIPPING/FREIGHT			175.00				
E03330									
0000030577	EJ EQUIPMENT INC.		04/30/2026		23,340.00	0.00	Paid	Y	26-00932
	GRANITE CLOUD SUPPORT RENEWAL		VJANKOWSKI					04/30/2026	
	100-260-48410.000	COMPUTER EQUIPMENT			23,340.00				
5148765									
0000030579	LIBERTYVILLE LINCOLN SALES INC		04/02/2026		12.80	0.00	Paid	Y	
	CAR 56 NUTS		VJANKOWSKI					04/30/2026	
	100-430-47521.000	MT MTLS INSP VEHICLES			12.80				
5148927									
0000030580	LIBERTYVILLE LINCOLN SALES INC		04/10/2026		323.50	0.00	Paid	Y	
	SQUAD 8 AXLE SHAFT		VJANKOWSKI					04/30/2026	
	100-430-47524.000	MT MTLS PATROL VEHICLES			323.50				
5148981									
0000030581	LIBERTYVILLE LINCOLN SALES INC		04/14/2026		26.98	0.00	Paid	Y	
	CAR 902 WIPER BLADES		VJANKOWSKI					04/30/2026	
	100-430-47521.000	MT MTLS INSP VEHICLES			26.98				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution		Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: ACH Transaction CAR 390 WIPER ARM									
5149042									
0000030582	LIBERTYVILLE LINCOLN SALES INC		04/16/2026		42.95	0.00	Paid	Y	
	CAR 390 WIPER ARM		VJANKOWSKI					04/30/2026	
	100-430-47523.000	MT MTLS FIRE APPARATUS			42.95				
5149118									
0000030583	LIBERTYVILLE LINCOLN SALES INC		04/21/2026		48.00	0.00	Paid	Y	
	SQUAD 10 HOSE		VJANKOWSKI					04/30/2026	
	100-430-47524.000	MT MTLS PATROL VEHICLES			48.00				
5149197									
0000030584	LIBERTYVILLE LINCOLN SALES INC		04/24/2026		16.72	0.00	Paid	Y	
	CAR 62 GASKET		VJANKOWSKI					04/30/2026	
	100-430-47521.000	MT MTLS INSP VEHICLES			16.72				
7009784194									
0000030600	STAPLES ADVANTAGE		05/02/2026		139.98	0.00	Paid	Y	
	REPLACEMENT KEYBOARDS		VJANKOWSKI					04/30/2026	
	100-322-47012.000	COMPUTER SUPPLIES			139.98				
6180558									
0000030648	VULCAN MATERIALS COMPANY		04/14/2026		3,896.27	0.00	Paid	Y	26-01189
	RESTORATION MATERIALS		VJANKOWSKI					04/30/2026	
	500-453-47542.000	MT MTLS SAND			3,896.27				
833321									
0000030673	RYAN, LLC		05/05/2026		2,047.50	0.00	Paid	Y	26-01195
	CONSULTANT FEES - APRIL 2026 - CONCEPT #		VJANKOWSKI					04/30/2026	
	630-000-27775.000	CONC 2022-006 WIRTZ			2,047.50				
17584323									
0000030685	W.S. DARLEY & CO		05/04/2026		236.00	0.00	Paid	Y	26-00972
	REPLACEMENT HELMETS, EXTRICATION GLOVES		VJANKOWSKI					04/30/2026	
	100-323-47110.000	BG508 - RINGERS EXTRICATION R314 (SMALL)			118.00				
	100-323-47110.000	BG508-RINGERS EXTRICTATION R314 (LARGE)			118.00				
17584289									
0000030686	W.S. DARLEY & CO		05/04/2026		516.35	0.00	Paid	Y	26-00846
	FLIR KIT & VEHICLE CHARGER		VJANKOWSKI					04/30/2026	
	100-323-47070.000	BL505 - TRUCK CHARGER			498.00				
	100-321-46911.000	UPS CHARGES			18.35				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution		Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: ACH Transaction SQUAD 1 RADIATOR									
333317-1									
0000030709	BRAD MANNING FORD INC		04/29/2026		382.70	0.00	Paid	Y	
	SQUAD 1 RADIATOR		VJANKOWSKI					04/30/2026	
	100-430-47524.000	MT MTLS PATROL VEHICLES			382.70				
333532									
0000030710	BRAD MANNING FORD INC		04/29/2026		207.96	0.00	Paid	Y	
	TRUCK 415 STEERING GEAR AND SWAY BAR		VJANKOWSKI					04/30/2026	
	100-430-47528.000	MT MTLS PICK-UP TRUCK			207.96				
320170									
0000030711	BRAD MANNING FORD INC		01/21/2026		152.50	0.00	Paid	Y	
	CS A172 OUTLET TUBE		VJANKOWSKI					04/30/2026	
	100-430-47535.000	CONTRACTUAL FIRE PARTS			152.50				
322266-1									
0000030712	BRAD MANNING FORD INC		02/04/2026		50.40	0.00	Paid	Y	
	SQUAD 15 TIE RODS		VJANKOWSKI					04/30/2026	
	100-430-47524.000	MT MTLS PATROL VEHICLES			50.40				
301955									
0000030721	IRMA		03/31/2026		125.00	0.00	Paid	Y	
	SPRING INTO SUMMER LIQUOR LICENSE		VJANKOWSKI					04/30/2026	
	100-109-46899.000	MISC COMMUNITY SERVICE			125.00				
301935									
0000030722	IRMA		03/31/2026		25,147.43	0.00	Paid	Y	26-00530
	IRMA MARCH 2026 DEDUCTIBLE		VJANKOWSKI					04/30/2026	
	100-231-46502.000	IRMA DEDUCTIBLE MARCH 2026 - FIRE			194.60				
	100-231-46502.000	IRMA DEDUCTIBLE MARCH 2026 - POLICE			20,793.16				
	100-231-46502.000	IRMA DEDUCTIBLE MARCH 2026 - PW			4,598.67				
	100-231-46502.000	IRMA DEDUCTIBLE MARCH 2026-ADMIN			(439.00)				
3867									
0000030723	IRMA		03/31/2026		(100.00)	0.00	Paid	Y	26-00530
	IRMA MARCH 2026 CREDIT		VJANKOWSKI					04/30/2026	
	100-231-46502.000	IRMA DEDUCTIBLE MARCH 2026-POLICE			(100.00)				
333532-1									
0000030725	BRAD MANNING FORD INC		04/30/2026		724.42	0.00	Paid	Y	
	TRUCK 415 STEERING GEARBOX		VJANKOWSKI					04/30/2026	
	100-430-47528.000	MT MTLS PICK-UP TRUCK			724.42				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: ACH Transaction	**REPLACE PO # 26-00258 DAHM ENTERPRISES WAS SOLD**							
67562								
0000030727	SYNAGRO CENTRAL, LLC	05/01/2026		10,365.30	0.00	Paid	Y	Multiple
	REPLACE PO # 26-00258 DAHM ENTERPRISES	VJANKOWSKI					04/30/2026	
	500-453-47460.000	SLUDGE HAULING		3,607.01				
	500-453-47460.000	SLUDGE HAULING		6,758.29				
CINV004140855								
0000030765	MNJ TECHNOLOGIES DIRECT, INC	05/06/2026		228.00	0.00	Paid	Y	
	MEMORY	VJANKOWSKI					04/30/2026	
	100-202-47502.000	MT MTLS COMPUTER EQUIP		228.00				
36330985								
0000030770	CAHILL HEATING & A/C	01/20/2025		375.00	0.00	Paid	Y	
	MFD #2 HEATING ISSUES/REPAIR	VJANKOWSKI					04/30/2026	
	100-420-46620.000	MT BUILDING & GROUNDS		375.00				
95350402								
0000030771	CAHILL HEATING & A/C	04/13/2026		262.50	0.00	Paid	Y	
	MFD #2 HEAT REPAIRS	VJANKOWSKI					04/30/2026	
	100-420-46620.000	MT BUILDING & GROUNDS		262.50				
97059741								
0000030772	CAHILL HEATING & A/C	04/28/2026		443.75	0.00	Paid	Y	
	PD JAIL EXHAUST FAN MOTOR	VJANKOWSKI					04/30/2026	
	100-420-46620.000	MT BUILDING & GROUNDS		443.75				
28132								
0000030779	ELROD FRIEDMAN LLP	04/30/2026		1,160.00	0.00	Paid	Y	
	CONSULTANT FEES - APRIL 2026 - CONCEPT #	VJANKOWSKI					04/30/2026	
	630-000-27771.000	CONC 2022-002 SYNERGY		1,160.00				
6088950-00								
0000030797	SPARTAN TURF PRODUCTS, LLC	03/02/2026		1,038.15	0.00	Paid	Y	
	TORO 487 DRIVESHAFT	VJANKOWSKI					04/30/2026	
	100-430-47525.000	MT MTLS HEAVY EQUIPMENT		1,038.15				
17584638								
0000030819	W.S. DARLEY & CO	05/07/2026		2,620.00	0.00	Paid	Y	26-00972
	REPLACEMENT HELMETS, EXTRICATION GLOVES	VJANKOWSKI					04/30/2026	
	100-323-47110.000	WHITE BULLARD STRUCTURAL HELMET PER SPEC		524.00				
	100-323-47110.000	RED BULLARD STRUCTURAL HELMET PER SPEC		524.00				
	100-323-47110.000	BLACK BULLARD STRUCTURAL HELMET PER SPEC		1,572.00				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution		Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: ACH Transaction 3 SETS OF TURNOUT GEAR									
122759B									
0000030820	W.S. DARLEY & CO		04/30/2026		4,923.00	0.00	Paid	Y	26-00979
	3 SETS OF TURNOUT GEAR		VJANKOWSKI					04/30/2026	
	100-323-47110.000	INNOTEX TURNOUT GEAR PER SPEC			4,698.00				
	100-323-47110.000	REDLINE SERVICE			225.00				
122759A									
0000030821	W.S. DARLEY & CO		04/30/2026		9,846.00	0.00	Paid	Y	26-00979
	3 SETS OF TURNOUT GEAR		VJANKOWSKI					04/30/2026	
	100-323-47110.000	INNOTEX TURNOUT GEAR PER SPEC			9,396.00				
	100-323-47110.000	REDLINE SERVICE			450.00				
346113									
0000030833	TEKLAB, INC-ACCTS REC		04/30/2026		892.30	0.00	Paid	Y	
	CHEMICAL ANALYSIS		VJANKOWSKI					04/30/2026	
	500-453-47530.000	MT MTLS OTHER EQUIPMENT			892.30				
R.2299414									
0000030840	AVERUS INC		05/08/2026		53.50	0.00	Paid	Y	
	FIRE EXTINGUISHER SVC/MAINT		VJANKOWSKI					04/30/2026	
	100-321-46506.000	FIRE EXTINGUISHER SERV			53.50				
R.2299413									
0000030841	AVERUS INC		05/08/2026		53.50	0.00	Paid	Y	
	FIRE EXTINGUISHER SVC/MAINT		VJANKOWSKI					04/30/2026	
	100-321-46506.000	FIRE EXTINGUISHER SERV			53.50				
F.2298442									
0000030842	AVERUS INC		05/08/2026		2,675.50	0.00	Paid	Y	26-01182
	HYDRO/RECHARGE OF FIRE EXTINGUISHERS		VJANKOWSKI					04/30/2026	
	100-321-46506.000	FIRE EXTINGUISHER SERV			2,160.00				
	100-321-46506.000	FIRE EXTINGUISHER SERV			515.50				
168643									
0000030863	BS&A INTERMEDIATE LLC		05/13/2026		798.00	0.00	Paid	Y	
	APRIL 26 UB ACH/DEBIT CARD FEES		VJANKOWSKI					04/30/2026	
	500-463-46438.000	BANK CHARGES			798.00				
21865									
0000030875	OTTOSEN DINOLFO HASENBALG & CASTALD		04/30/2026		1,000.00	0.00	Paid	Y	
	F&PC RETAINER		VJANKOWSKI					04/30/2026	
	100-105-46401.000	CORPORATE COUNSEL			1,000.00				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: ACH Transaction IRMA APRIL 2026 DEDUCTIBLE								
302001								
0000031065	IRMA	04/30/2026		9,119.90	0.00	Paid	Y	26-00530
	IRMA APRIL 2026 DEDUCTIBLE	VJANKOWSKI					04/30/2026	
	100-231-46502.000	IRMA DEDUCTIBLE APRIL 2026 - POLICE		3,641.01				
	100-231-46502.000	IRMA DEDUCTIBLE APRIL 2026 - PW		5,478.89				
3882								
0000031066	IRMA	04/30/2026		(3,093.81)	0.00	Paid	Y	26-00530
	IRMA APRIL 2026 DEDUCTIBLE	VJANKOWSKI					04/30/2026	
	100-231-46502.000	IRMA DEDUCTIBLE APRIL 2026 - POLICE		(100.00)				
	100-231-46502.000	IRMA DEDUCTIBLE APRIL 2026 - POLICE		(2,993.81)				
37666								
0000031080	SUBURBAN ACCENTS, INC.	03/04/2026		600.00	0.00	Paid	Y	
	SQUAD 5 LETTERING	VJANKOWSKI					04/30/2026	
	272-315-48350.000	PATROL VEHICLES		600.00				
37667								
0000031081	SUBURBAN ACCENTS, INC.	03/04/2026		750.00	0.00	Paid	Y	
	SQUAD 7 LETTERING	VJANKOWSKI					04/30/2026	
	272-315-48350.000	PATROL VEHICLES		750.00				
089025/6								
0000030572	ACE HARDWARE HOMECENTER	05/01/2026		30.18	0.00	Paid	Y	
	SQUAD 32 BRACKETS	VJANKOWSKI					05/26/2026	
	100-430-47524.000	MT MTLS PATROL VEHICLES		30.18				
PS-INV060873								
0000030593	CUTLER WORKWEAR	05/04/2026		197.95	0.00	Paid	Y	
	BOOTS FOR SEASONAL HELP MOISES MORANDA	VJANKOWSKI					05/26/2026	
	100-441-47120.000	CLOTHING ALLOWANCE		197.95				
PS-INV060876								
0000030594	CUTLER WORKWEAR	05/04/2026		139.44	0.00	Paid	Y	
	SUMMER HELP CLOTHING ALLOWANCE	VJANKOWSKI					05/26/2026	
	500-452-47120.000	CLOTHING ALLOWANCE		139.44				
PS-INV060877								
0000030595	CUTLER WORKWEAR	05/04/2026		254.63	0.00	Paid	Y	
	SUMMER HELP CLOTHING ALLOWANCE	VJANKOWSKI					05/26/2026	
	500-453-47120.000	CLOTHING ALLOWANCE		254.63				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: ACH Transaction VHF RADIO/MIC/ANTENNA FOR NEW LADDER TRUCK - QUOTE #100								
SCO-35454-X4Q8								
0000030601	BAYCOM INC	05/01/2026		2,795.00	0.00	Paid	Y	26-00982
	VHF RADIO/MIC/ANTENNA FOR NEW LADDER TRU	VJANKOWSKI					05/26/2026	
	100-323-47351.000 RADIO SERVICING			2,795.00				
235739								
0000030608	AIR ONE EQUIPMENT INC	05/04/2026		469.00	0.00	Paid	Y	
	FIREFIGHTING BOOTS - NEW BATTALION CHIEF	VJANKOWSKI					05/26/2026	
	100-323-47110.000 GLOVES/BOOTS/COATS			469.00				
9313440937								
0000030632	LAWSON PRODUCTS, INC.	05/04/2026		108.60	0.00	Paid	Y	
	SAFETY GLASSES	VJANKOWSKI					05/26/2026	
	100-430-47070.000 TOOLS/SUPPLIES			108.60				
6660030689								
0000030688	COMMERCIAL TIRE SERVICE, INC	05/06/2026		562.00	0.00	Paid	Y	
	SQUAD 9 TIRES	VJANKOWSKI					05/26/2026	
	100-430-47524.000 MT MTLS PATROL VEHICLES			562.00				
166602								
0000030691	BS&A INTERMEDIATE LLC	05/08/2026		4,530.00	0.00	Paid	Y	26-00693
	BS&A ON-SITE RE-TRAINING	VJANKOWSKI					05/26/2026	
	100-201-46410.000 CONSULTING SERVICES			4,530.00				
PS-INV060959								
0000030699	CUTLER WORKWEAR	05/06/2026		75.57	0.00	Paid	Y	
	BL CLOTHING ALLOWANCE	VJANKOWSKI					05/26/2026	
	500-453-47120.000 CLOTHING ALLOWANCE			75.57				
PS-INV060960								
0000030700	CUTLER WORKWEAR	05/06/2026		202.45	0.00	Paid	Y	
	NP CLOTHING ALLOWANCE	VJANKOWSKI					05/26/2026	
	500-453-47120.000 CLOTHING ALLOWANCE			202.45				
CINV004140792								
0000030706	MNJ TECHNOLOGIES DIRECT, INC	05/05/2026		222.00	0.00	Paid	Y	
	CYBER POWER STANDBY UPS SYSTEMS	VJANKOWSKI					05/26/2026	
	100-202-47502.000 MT MTLS COMPUTER EQUIP			222.00				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: ACH Transaction FLAT SURFACE TOOL								
64540265								
0000030708	MCMASTER CARR SUPPLY CO	05/06/2026		492.56	0.00	Paid	Y	
	FLAT SURFACE TOOL	VJANKOWSKI					05/26/2026	
	100-430-47070.000 TOOLS/SUPPLIES			492.56				
089060/6								
0000030717	ACE HARDWARE HOMECENTER	05/07/2026		34.19	0.00	Paid	Y	
	REPLACEMENT SPRAYER FOR ASPHALT RELEASE	VJANKOWSKI					05/26/2026	
	100-441-47070.000 TOOLS/SUPPLIES			34.19				
3046050158								
0000030786	RUSH TRUCK CTR- IL	05/06/2026		1,468.09	0.00	Paid	Y	
	TRUCK 439 OIL COOLER	VJANKOWSKI					05/26/2026	
	100-430-47526.000 MT MTLS DUMP TRUCKS			1,468.09				
PS-INV061111								
0000030788	CUTLER WORKWEAR	05/11/2026		94.49	0.00	Paid	Y	
	HACKER HI VIZ SWEATSHIRT	VJANKOWSKI					05/26/2026	
	500-462-47120.000 CLOTHING ALLOWANCE			94.49				
PS-INV061112								
0000030789	CUTLER WORKWEAR	05/11/2026		125.95	0.00	Paid	Y	
	HACKER BOOTS	VJANKOWSKI					05/26/2026	
	500-462-47120.000 CLOTHING ALLOWANCE			125.95				
15190								
0000030794	HAVEY COMMUNICATIONS INC.	05/11/2026		149.00	0.00	Paid	Y	
	PATCHER 473 LIGHT BAR	VJANKOWSKI					05/26/2026	
	100-430-47525.000 MT MTLS HEAVY EQUIPMENT			149.00				
15192								
0000030800	HAVEY COMMUNICATIONS INC.	05/11/2026		529.00	0.00	Paid	Y	
	SQUAD 4 SIREN CONTROLLER	VJANKOWSKI					05/26/2026	
	100-430-47524.000 MT MTLS PATROL VEHICLES			529.00				
9911236603								
0000030807	W. W. GRAINGER, INC	05/11/2026		51.20	0.00	Paid	Y	
	WWTP SAFETY EQUIPMENT	VJANKOWSKI					05/26/2026	
	500-453-47199.000 MISC PERSONAL SAFETY EQ			51.20				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: ACH Transaction WWTP SAFETY EQUIPMENT								
9912048908								
0000030808	W. W. GRAINGER, INC	05/11/2026		66.24	0.00	Paid	Y	
	WWTP SAFETY EQUIPMENT	VJANKOWSKI					05/26/2026	
	500-453-47199.000 MISC PERSONAL SAFETY EQ			66.24				
PS-INV061142								
0000030814	CUTLER WORKWEAR	05/12/2026		11.69	0.00	Paid	Y	
	NICK G GLOVES	VJANKOWSKI					05/26/2026	
	500-451-47120.000 CLOTHING ALLOWANCE			11.69				
22524								
0000030822	EQUIPMENT SIMULATIONS DBA SIMSUSHAR	05/09/2026		495.00	0.00	Paid	Y	
	ANNUAL SVC PAYMENT	VJANKOWSKI					05/26/2026	
	100-321-47011.000 SOFTWARE			495.00				
26-150850								
0000030824	METRO PARAMEDIC SERVICES	05/13/2026		46,838.32	0.00	Paid	Y	27-01099
	YEAR 2 OF 3 YEAR AGREEMENT FOR CONTRACT	VJANKOWSKI					05/26/2026	
	100-323-46417.000 CONTRACTUAL FF/PARAMEDICS			46,838.32				
89023/6								
0000030567	ACE HARDWARE HOMECENTER	05/01/2026		68.37	0.00	Paid	Y	
	MATERIALS FOR PARK ST ROAD CLOSURE	VJANKOWSKI					06/08/2026	
	100-420-46899.000 MISC COMMUNITY SERVICE			68.37				
3256								
0000030575	NEDCO LLC	05/01/2026		6,000.00	0.00	Paid	Y	27-01085
	PARKWAY TREE REMOVALS, TRIMMING, STUMP R	VJANKOWSKI					06/08/2026	
	100-441-46676.000 MT TREES			6,000.00				
62143057								
0000030638	J.C. LICHT, LLC	05/04/2026		234.47	0.00	Paid	Y	
	PAINT FOR LIQUID STATION	VJANKOWSKI					06/08/2026	
	100-420-47510.000 MT MTLS BLDGS & GROUNDS			234.47				
PS-INV060929								
0000030641	CUTLER WORKWEAR	05/05/2026		202.44	0.00	Paid	Y	
	BOOTS FOR 606	VJANKOWSKI					06/08/2026	
	100-420-47120.000 CLOTHING ALLOWANCE			202.44				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: ACH Transaction HARDWARE FOR 176 PUMP								
89044/6								
0000030645	ACE HARDWARE HOMECENTER	05/05/2026		0.98	0.00	Paid	Y	
	HARDWARE FOR 176 PUMP	VJANKOWSKI					06/08/2026	
	100-420-47510.000 MT MTLS BLDGS & GROUNDS			0.98				
089056/6								
0000030703	ACE HARDWARE HOMECENTER	05/06/2026		62.76	0.00	Paid	Y	
	REPAINTING ELECTRICAL OUTLETS	VJANKOWSKI					06/08/2026	
	100-420-47510.000 MT MTLS BLDGS & GROUNDS			62.76				
1046-F174765								
0000030726	U.S. ALLIANCE FIRE PROTECTION, INC.	05/07/2026		375.00	0.00	Paid	Y	
	MPD QRT JAIL FIRE ALARM TESTING	VJANKOWSKI					06/08/2026	
	100-301-46620.000 MT BUILDING & GROUNDS			375.00				
089064/6								
0000030728	ACE HARDWARE HOMECENTER	05/07/2026		4.50	0.00	Paid	Y	
	MCC BENCH	VJANKOWSKI					06/08/2026	
	100-420-47510.000 MT MTLS BLDGS & GROUNDS			4.50				
089065/6								
0000030738	ACE HARDWARE HOMECENTER	05/07/2026		23.19	0.00	Paid	Y	
	JANITORIAL SUPP	VJANKOWSKI					06/08/2026	
	100-420-47030.000 JANITORIAL SUPPLIES			23.19				
089066/6								
0000030739	ACE HARDWARE HOMECENTER	05/07/2026		5.93	0.00	Paid	Y	
	NEW WATER STATION SUPPLIES	VJANKOWSKI					06/08/2026	
	100-420-47510.000 MT MTLS BLDGS & GROUNDS			5.93				
089079/6								
0000030793	ACE HARDWARE HOMECENTER	05/11/2026		7.19	0.00	Paid	Y	
	PAINT FOR EXTERIOR OUTLETS	VJANKOWSKI					06/08/2026	
	100-420-47510.000 MT MTLS BLDGS & GROUNDS			7.19				
6660030761								
0000030804	COMMERCIAL TIRE SERVICE, INC	05/08/2026		1,124.00	0.00	Paid	Y	
	2 SETS OF SQUAD TIRES	VJANKOWSKI					06/08/2026	
	100-430-47524.000 MT MTLS PATROL VEHICLES			1,124.00				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: ACH Transaction SQUAD 7 MOUNT BAR								
15194								
0000030812	HAVEY COMMUNICATIONS INC.	05/12/2026		41.20	0.00	Paid	Y	
	SQUAD 7 MOUNT BAR	VJANKOWSKI					06/08/2026	
	100-430-47524.000 MT MTLS PATROL VEHICLES			41.20				
089085/6								
0000030813	ACE HARDWARE HOMECENTER	05/12/2026		40.91	0.00	Paid	Y	
	SQUAD 7 HARDWARE	VJANKOWSKI					06/08/2026	
	100-430-47524.000 MT MTLS PATROL VEHICLES			40.91				
P38935								
0000030815	MACQUEEN EQUIPMENT LLC DBA: MACQUEE	05/12/2026		234.71	0.00	Paid	Y	
	CS E19 AIR SOLENOID	VJANKOWSKI					06/08/2026	
	100-430-47535.000 CONTRACTUAL FIRE PARTS			234.71				
089090/6								
0000030826	ACE HARDWARE HOMECENTER	05/12/2026		17.99	0.00	Paid	Y	
	OPEN HOUSE SUPPLIES	VJANKOWSKI					06/08/2026	
	100-420-47510.000 MT MTLS BLDGS & GROUNDS			17.99				
089094/6								
0000030832	ACE HARDWARE HOMECENTER	05/12/2026		47.88	0.00	Paid	Y	
	HARDWARE FOR CARGO BOX	VJANKOWSKI					06/08/2026	
	100-430-47524.000 MT MTLS PATROL VEHICLES			47.88				
30940								
0000030848	FOSTER COACH SALES, INC	05/13/2026		56.41	0.00	Paid	Y	
	AMB 349 AUTO EJECT COVER	VJANKOWSKI					06/08/2026	
	100-430-47522.000 MT MTLS AMBULANCES			56.41				
9313464026								
0000030859	LAWSON PRODUCTS, INC.	05/12/2026		147.62	0.00	Paid	Y	
	FUSES	VJANKOWSKI					06/08/2026	
	100-430-47528.000 MT MTLS PICK-UP TRUCK			147.62				
089099/6								
0000030861	ACE HARDWARE HOMECENTER	05/13/2026		40.87	0.00	Paid	Y	
	PROPANE FOR FLOOR CLEANER	VJANKOWSKI					06/08/2026	
	100-430-47440.000 GASOLINE			40.87				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: ACH Transaction OPEN HOUSE BAG BDS HARDWARE								
089100/6								
0000030862	ACE HARDWARE HOMECENTER	05/13/2026		6.36	0.00	Paid	Y	
	OPEN HOUSE BAG BDS HARDWARE	VJANKOWSKI					06/08/2026	
	100-420-47510.000 MT MTLS BLDGS & GROUNDS			6.36				
089101/6								
0000030864	ACE HARDWARE HOMECENTER	05/13/2026		41.71	0.00	Paid	Y	
	PAINT FOR LIFT	VJANKOWSKI					06/08/2026	
	100-430-47070.000 TOOLS/SUPPLIES			41.71				
9914380184								
0000030871	W. W. GRAINGER, INC	05/13/2026		37.99	0.00	Paid	Y	
	CONCRETE SAW REPAIR	VJANKOWSKI					06/08/2026	
	100-430-47530.000 MT MTLS OTHER EQUIPMENT			37.99				
089105/6								
0000030872	ACE HARDWARE HOMECENTER	05/14/2026		52.15	0.00	Paid	Y	
	CLEANING SUPPLIES	VJANKOWSKI					06/08/2026	
	100-430-47070.000 TOOLS/SUPPLIES			52.15				
1544092								
0000030880	GENERAL PACIFIC, INC.	05/14/2026		128.00	0.00	Paid	Y	
	DRONE PROPELLERS	VJANKOWSKI					06/08/2026	
	100-305-47999.000 OTHER COMMODITIES			128.00				
003601								
0000030881	LAKE COUNTY DOOR CO.	05/14/2026		510.00	0.00	Paid	Y	
	MFD #1 OVERHEAD DOOR REPAIRS	VJANKOWSKI					06/08/2026	
	100-420-46620.000 MT BUILDING & GROUNDS			510.00				
089114/6								
0000030887	ACE HARDWARE HOMECENTER	05/14/2026		17.98	0.00	Paid	Y	
	ITEMS TO REPAIR THE PW SIGNATURE STAR	VJANKOWSKI					06/08/2026	
	100-420-47510.000 MT MTLS BLDGS & GROUNDS			17.98				
3283								
0000030889	NEDCO LLC	05/08/2026		12,059.00	0.00	Paid	Y	27-01190
	TREE REMOVAL FOR 2026 ROAD PROJECT	VJANKOWSKI					06/08/2026	
	210-442-48740.00027032 STREETS			12,059.00				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: ACH Transaction WWTP LAB SUPPLIES								
INV01047615								
0000030894	HDSUPPLY INC DBA USABLUEBOOK	05/14/2026		833.25	0.00	Paid	Y	
	WWTP LAB SUPPLIES	VJANKOWSKI					06/08/2026	
	500-453-47050.000	LABORATORY SUPPLIES		833.25				
INV01047370								
0000030895	HDSUPPLY INC DBA USABLUEBOOK	05/14/2026		63.10	0.00	Paid	Y	
	SERVICE CRIMPING TOOL	VJANKOWSKI					06/08/2026	
	500-462-47070.000	TOOLS/SUPPLIES		63.10				
089121/6								
0000030904	ACE HARDWARE HOMECENTER	05/15/2026		31.44	0.00	Paid	Y	
	OPEN HOUSE BUCKETS	VJANKOWSKI					06/08/2026	
	100-420-46899.000	MISC COMMUNITY SERVICE		31.44				
9313475819								
0000030907	LAWSON PRODUCTS, INC.	05/15/2026		265.37	0.00	Paid	Y	
	FIRST AID KIT	VJANKOWSKI					06/08/2026	
	100-430-47070.000	TOOLS/SUPPLIES		265.37				
9313475820								
0000030908	LAWSON PRODUCTS, INC.	05/15/2026		102.18	0.00	Paid	Y	
	SHOP SUPPLIES	VJANKOWSKI					06/08/2026	
	100-430-47070.000	TOOLS/SUPPLIES		102.18				
3046115550								
0000030909	RUSH TRUCK CTR- IL	05/12/2026		1,723.40	0.00	Paid	Y	
	TRUCK 431 HEAD GASKET KIT	VJANKOWSKI					06/08/2026	
	100-430-47526.000	MT MTLS DUMP TRUCKS		1,723.40				
3046121012								
0000030910	RUSH TRUCK CTR- IL	05/12/2026		108.17	0.00	Paid	Y	
	TRUCK 431 GASKETS	VJANKOWSKI					06/08/2026	
	100-430-47526.000	MT MTLS DUMP TRUCKS		108.17				
3046061687								
0000030911	RUSH TRUCK CTR- IL	05/13/2026		15.01	0.00	Paid	Y	
	TRUCK 431 WATER INLET GASKET	VJANKOWSKI					06/08/2026	
	100-430-47526.000	MT MTLS DUMP TRUCKS		15.01				

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Pay By Check Type: ACH Transaction TRUCK 431 SEAL								
3046147353								
0000030912	RUSH TRUCK CTR- IL	05/14/2026		42.53	0.00	Paid	Y	
	TRUCK 431 SEAL	VJANKOWSKI					06/08/2026	
	100-430-47526.000	MT MTLS DUMP TRUCKS		42.53				
089135/6								
0000030917	ACE HARDWARE HOMECENTER	05/18/2026		15.56	0.00	Paid	Y	
	WW SUPPLIES	VJANKOWSKI					06/08/2026	
	500-452-47510.000	MT MTLS BLDGS & GROUNDS		15.56				
089137/6								
0000030921	ACE HARDWARE HOMECENTER	05/18/2026		18.52	0.00	Paid	Y	
	PAINT FOR WAR MEM FLAG MOUNTS	VJANKOWSKI					06/08/2026	
	100-420-47510.000	MT MTLS BLDGS & GROUNDS		18.52				
089139/6								
0000030923	ACE HARDWARE HOMECENTER	05/18/2026		11.86	0.00	Paid	Y	
	PUMP 554 SANDPAPER	VJANKOWSKI					06/08/2026	
	500-453-47525.000	MT MTLS HEAVY EQUIPMENT		11.86				
089140/6								
0000030924	ACE HARDWARE HOMECENTER	05/18/2026		23.38	0.00	Paid	Y	
	SUPPLIES FOR DT TRAINING	VJANKOWSKI					06/08/2026	
	100-305-47099.000	MISC SUPPLIES		23.38				
089142/6								
0000030927	ACE HARDWARE HOMECENTER	05/18/2026		5.93	0.00	Paid	Y	
	PUMP 547 SANDPAPER	VJANKOWSKI					06/08/2026	
	500-452-47525.000	MT MTLS HEAVY EQUIPMENT		5.93				
089146/6								
0000030939	ACE HARDWARE HOMECENTER	05/18/2026		31.49	0.00	Paid	Y	
	TIMER FOR THR PW MESSAGE BOARDS PARKED O	VJANKOWSKI					06/08/2026	
	100-420-47510.000	MT MTLS BLDGS & GROUNDS		31.49				
089149/6								
0000030970	ACE HARDWARE HOMECENTER	05/19/2026		60.80	0.00	Paid	Y	
	PARTS FOR WAR MEMORIAL FLAG POLE REHAB	VJANKOWSKI					06/08/2026	
	100-420-47510.000	MT MTLS BLDGS & GROUNDS		60.80				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: ACH Transaction LASER ALIGN PUMP MOTORS								
IR5143								
0000030975	DREISILKER ELECTRIC MOTORS INC	05/19/2026		1,520.00	0.00	Paid	Y	
	LASER ALIGN PUMP MOTORS	VJANKOWSKI					06/08/2026	
	500-462-46691.000 MT PUMP STATIONS			1,520.00				
9920204600								
0000030988	W. W. GRAINGER, INC	05/18/2026		82.20	0.00	Paid	Y	
	TRUCK 431 RESURFACING COMPOUND	VJANKOWSKI					06/08/2026	
	100-430-47526.000 MT MTLS DUMP TRUCKS			82.20				
9920204618								
0000030989	W. W. GRAINGER, INC	05/18/2026		105.56	0.00	Paid	Y	
	WWTP SUPPLIES	VJANKOWSKI					06/08/2026	
	500-453-47199.000 MISC PERSONAL SAFETY EQ			105.56				
PS-INV061394								
0000030992	CUTLER WORKWEAR	05/19/2026		62.98	0.00	Paid	Y	
	RW CLOTHING ALLOWANCE	VJANKOWSKI					06/08/2026	
	500-453-47120.000 CLOTHING ALLOWANCE			62.98				
336102								
0000030996	BRAD MANNING FORD INC	05/19/2026		230.83	0.00	Paid	Y	
	CAR 901 COWL	VJANKOWSKI					06/08/2026	
	100-430-47520.000 MT MTLS ADMIN VEHICLES			230.83				
335829								
0000030997	BRAD MANNING FORD INC	05/18/2026		730.05	0.00	Paid	Y	
	AMB 342 AC COMPRESSOR AND CONDENSER	VJANKOWSKI					06/08/2026	
	100-430-47522.000 MT MTLS AMBULANCES			730.05				
335818								
0000030998	BRAD MANNING FORD INC	05/18/2026		67.01	0.00	Paid	Y	
	TRUCK 103 WEATHERSTRIP	VJANKOWSKI					06/08/2026	
	500-462-47528.000 MT MTLS PICK-UP TRUCK			67.01				
334622								
0000030999	BRAD MANNING FORD INC	05/07/2026		523.81	0.00	Paid	Y	
	SQUAD 8 HOSES AND GASKETS FOR EGR	VJANKOWSKI					06/08/2026	
	100-430-47524.000 MT MTLS PATROL VEHICLES			523.81				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: ACH Transaction AMB 349 FILTERS								
333908								
0000031000	BRAD MANNING FORD INC	05/04/2026		130.07	0.00	Paid	Y	
	AMB 349 FILTERS	VJANKOWSKI					06/08/2026	
	100-430-47522.000 MT MTLS AMBULANCES			130.07				
333318								
0000031001	BRAD MANNING FORD INC	05/01/2026		224.25	0.00	Paid	Y	
	SQUAD 1 AUDIO CONTROL MODULE	VJANKOWSKI					06/08/2026	
	100-430-47524.000 MT MTLS PATROL VEHICLES			224.25				
336037								
0000031002	BRAD MANNING FORD INC	05/19/2026		99.35	0.00	Paid	Y	
	TRUCK 415 POWER STEERING HOSE	VJANKOWSKI					06/08/2026	
	100-430-47528.000 MT MTLS PICK-UP TRUCK			99.35				
PS-INV061410								
0000031009	CUTLER WORKWEAR	05/20/2026		121.47	0.00	Paid	Y	
	LUCAS JEANS	RPETERSON					06/08/2026	
	500-451-47120.000 CLOTHING ALLOWANCE			121.47				
PS-INV061411								
0000031010	CUTLER WORKWEAR	05/20/2026		287.92	0.00	Paid	Y	
	NICK G BOOTS AND JEANS	RPETERSON					06/08/2026	
	500-452-47120.000 CLOTHING ALLOWANCE			287.92				
17585440								
0000031018	W.S. DARLEY & CO	05/18/2026		295.00	0.00	Paid	Y	
	FIREFIGHTING GLOVES	RPETERSON					06/08/2026	
	100-323-47110.000 GLOVES/BOOTS/COATS			295.00				
CONTINV016915								
0000031022	IMAGING ESSENTIALS INC	05/20/2026		250.00	0.00	Paid	Y	
	LARGE COPIER/SCANNER	RPETERSON					06/08/2026	
	100-410-46613.000 MT COPIERS			250.00				
089159/6								
0000031028	ACE HARDWARE HOMECENTER	05/20/2026		25.18	0.00	Paid	Y	
	TRAINING SUPPLIES - HAZ MAT DRILL	RPETERSON					06/08/2026	
	100-323-46371.000 TRAINING SUPPLIES			25.18				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: ACH Transaction CORD GRIP FOR PARKS ST CLOSURE								
S2659583.001								
0000031035	WILLOW ELECTRICAL SUPPLY	05/14/2026		17.73	0.00	Paid	Y	
	CORD GRIP FOR PARKS ST CLOSURE	RPETERSON					06/08/2026	
	100-420-47510.000 MT MTLS BLDGS & GROUNDS			17.73				
089161/6								
0000031036	ACE HARDWARE HOMECENTER	05/21/2026		13.49	0.00	Paid	Y	
	SUPPLY FOR TRUCK 603	RPETERSON					06/08/2026	
	100-420-47510.000 MT MTLS BLDGS & GROUNDS			13.49				
236466								
0000031037	AIR ONE EQUIPMENT INC	05/21/2026		124.50	0.00	Paid	Y	
	TOOL MOUNTS	RPETERSON					06/08/2026	
	100-323-47070.000 TOOLS/SUPPLIES			124.50				
236514								
0000031041	AIR ONE EQUIPMENT INC	05/21/2026		1,162.00	0.00	Paid	Y	
	ALTAIR 4 GAS MONITOR W/ CHARGER	RPETERSON					06/08/2026	
	100-323-46612.000 MT LABRATORY EQUIPMENT			1,162.00				
CM333532-1								
0000031045	BRAD MANNING FORD INC	05/20/2026		(225.00)	0.00	Paid	Y	
	CORE RETURN	RPETERSON					06/08/2026	
	100-430-47528.000 MT MTLS PICK-UP TRUCK			(225.00)				
CM336037								
0000031046	BRAD MANNING FORD INC	05/20/2026		(43.12)	0.00	Paid	Y	
	RETURN	RPETERSON					06/08/2026	
	100-430-47528.000 MT MTLS PICK-UP TRUCK			(43.12)				
17585774								
0000031055	W.S. DARLEY & CO	05/21/2026		1,928.80	0.00	Paid	Y	
	BALL VALVE	RPETERSON					06/08/2026	
	100-323-47530.000 MT MTLS OTHER EQUIPMENT			1,928.80				
9313491239								
0000031056	LAWSON PRODUCTS, INC.	05/21/2026		51.90	0.00	Paid	Y	
	BRASS FITTINGS	RPETERSON					06/08/2026	
	100-430-47070.000 TOOLS/SUPPLIES			51.90				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: ACH Transaction MATERIAL FOR TEMP WALL AT ABC BUILDING FOR PD								
089164/6								
0000031060	ACE HARDWARE HOMECENTER	05/22/2026		31.49	0.00	Paid	Y	
	MATERIAL FOR TEMP WALL AT ABC BUILDING F	RPETERSON					06/08/2026	
	294-294-46620.000	MT BUILDING & GROUNDS		31.49				
15008850								
0000031062	HACH COMPANY, INC.	05/20/2026		13,440.00	0.00	Paid	Y	27-01167
	PHOSPHAX SERVICE AGREEMENT	VJANKOWSKI					06/08/2026	
	500-453-47530.000	PHOSPHAX SERVICE AGREEMENT		13,440.00				
AJ3I33H								
0000031063	CDW GOVERNMENT INC.	05/12/2026		605.38	0.00	Paid	Y	
	AZURE - 03.01.26 - 03.31.26	VJANKOWSKI					06/08/2026	
	100-202-46415.000	COMPUTER SOFTWARE SUPPORT		605.38				
3046213229								
0000031089	RUSH TRUCK CTR- IL	05/19/2026		148.92	0.00	Paid	Y	
	TRUCK 431 INJECTOR SLEEVES	VJANKOWSKI					06/08/2026	
	100-430-47526.000	MT MTLS DUMP TRUCKS		148.92				
3046242673								
0000031090	RUSH TRUCK CTR- IL	05/21/2026		22.44	0.00	Paid	Y	
	TRUCK 431 GASKET	VJANKOWSKI					06/08/2026	
	100-430-47526.000	MT MTLS DUMP TRUCKS		22.44				
PS-INV061586								
0000031096	CUTLER WORKWEAR	05/26/2026		220.43	0.00	Paid	Y	
	SUMMER HELP DANIEL	VJANKOWSKI					06/08/2026	
	500-452-47120.000	CLOTHING ALLOWANCE		220.43				
P39117								
0000031105	MACQUEEN EQUIPMENT LLC DBA: MACQUEE	05/26/2026		89.55	0.00	Paid	Y	
	ENG 317 HEAETER VALVES	VJANKOWSKI					06/08/2026	
	100-430-47523.000	MT MTLS FIRE APPARATUS		89.55				
89193/6								
0000031112	ACE HARDWARE HOMECENTER	05/26/2026		23.29	0.00	Paid	Y	
	SQUAD 15 DRILL BITS	VJANKOWSKI					06/08/2026	
	100-430-47524.000	MT MTLS PATROL VEHICLES		23.29				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / PO Number / Post Date
Pay By Check Type: ACH Transaction MAPLE PUMP STATION TEMP SWITCH							
65591666							
0000031114	MCMASTER-CARR SUPPLY CO	05/26/2026		97.16	0.00	Paid	Y
	MAPLE PUMP STATION TEMP SWITCH	VJANKOWSKI					06/08/2026
	500-462-47565.000 MT MTLS PUMPING STATIONS			97.16			
PS-INV061617							
0000031122	CUTLER WORKWEAR			225.00	0.00	Paid	Y
	MIKE C BOOTS	VJANKOWSKI					06/08/2026
	500-453-47120.000 CLOTHING ALLOWANCE			225.00			
Total Pay By Check Type ACH Transaction:				236,915.58	0.00		
Pay By Check Type: EFT Transfer MATERIALS FOR FRAMING CONCRETE							
0020418							
0000029693	HOME DEPOT CREDIT SVCS.	03/27/2026		25.84	0.00	Paid	Y
	MATERIALS FOR FRAMING CONCRETE	VJANKOWSKI					04/30/2026
	100-441-47070.000 TOOLS/SUPPLIES			25.84			
7104875							
0000029718	HOME DEPOT CREDIT SVCS.	03/30/2026		1,193.04	0.00	Paid	Y
	REPLACEMENT POWER TOOLS	VJANKOWSKI					04/30/2026
	100-441-47530.000 MT MTLS OTHER EQUIPMENT			1,193.04			
5020630							
0000029768	HOME DEPOT CREDIT SVCS.	04/01/2026		41.61	0.00	Paid	Y
	LIQUID STATION BUILDING BUILD OUT	VJANKOWSKI					04/30/2026
	100-420-46620.000 MT BUILDING & GROUNDS			41.61			
4020668							
0000029797	HOME DEPOT CREDIT SVCS.	04/02/2026		1,124.03	0.00	Paid	Y
	REPLACEMENT POWER TOOLS, BATTERIES, AND	VJANKOWSKI					04/30/2026
	100-441-47530.000 MT MTLS OTHER EQUIPMENT			1,124.03			
4020670							
0000029801	HOME DEPOT CREDIT SVCS.	04/02/2026		20.66	0.00	Paid	Y
	MULCH FOR POTTED TREES FOR SPRING INTO S	VJANKOWSKI					04/30/2026
	100-441-47070.000 TOOLS/SUPPLIES			20.66			

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / PO Number / Post Date
Pay By Check Type: EFT Transfer MATERIAL FOR PLANTERS DOWNTOWN							
3020706							
0000029827	HOME DEPOT CREDIT SVCS.	04/03/2026		318.25	0.00	Paid	Y
	MATERIAL FOR PLANTERS DOWNTOWN	VJANKOWSKI					04/30/2026
	100-420-46899.000 MISC COMMUNITY SERVICE			318.25			
9020847							
0000029900	HOME DEPOT CREDIT SVCS.	04/07/2026		32.94	0.00	Paid	Y
	HARDWARE FOR CONCRETE FORMING	VJANKOWSKI					04/30/2026
	100-441-47070.000 TOOLS/SUPPLIES			32.94			
7020920							
0000029971	HOME DEPOT CREDIT SVCS.	04/09/2026		119.30	0.00	Paid	Y
	MATERIAL FOR REPAIRS FOR FLOAT TRAILER	VJANKOWSKI					04/30/2026
	100-420-46899.000 MISC COMMUNITY SERVICE			119.30			
6013153							
0000030029	HOME DEPOT CREDIT SVCS.	04/10/2026		86.71	0.00	Paid	Y
		VJANKOWSKI					04/30/2026
	100-427-47599.000 MISC MAINT MATERIALS			86.71			
3021126							
0000030044	HOME DEPOT CREDIT SVCS.	04/13/2026		89.00	0.00	Paid	Y
	FRAMING NAILS FOR FORMING CONCRETE	VJANKOWSKI					04/30/2026
	100-441-47070.000 TOOLS/SUPPLIES			78.86			
	100-441-47530.000 MT MTLS OTHER EQUIPMENT			10.14			
2013184							
0000030089	HOME DEPOT CREDIT SVCS.	04/14/2026		613.10	0.00	Paid	Y
	REPLACEMENT GREASE GUN AND HAND BLOWER	VJANKOWSKI					04/30/2026
	100-441-47530.000 MT MTLS OTHER EQUIPMENT			613.10			
2021204							
0000030090	HOME DEPOT CREDIT SVCS.	04/14/2026		259.71	0.00	Paid	Y
	PLANTER MATERIAL	VJANKOWSKI					04/30/2026
	100-420-46899.000 MISC COMMUNITY SERVICE			259.71			
2021210							
0000030094	HOME DEPOT CREDIT SVCS.	04/14/2026		125.08	0.00	Paid	Y
	FLOAT TRAILER SUPPLIES	VJANKOWSKI					04/30/2026
	100-420-46899.000 MISC COMMUNITY SERVICE			125.08			

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: EFT Transfer WWTP SUPPLIES								
1021222								
0000030122	HOME DEPOT CREDIT SVCS.	04/15/2026		8.47	0.00	Paid	Y	
	WWTP SUPPLIES	VJANKOWSKI					04/30/2026	
	500-453-47050.000 LABORATORY SUPPLIES			8.47				
1282192								
0000030129	HOME DEPOT CREDIT SVCS.	04/15/2026		417.63	0.00	Paid	Y	
	DOWN TOWN PLANTER MIX AND PARK ST STONES	VJANKOWSKI					04/30/2026	
	100-420-46899.000 MISC COMMUNITY SERVICE			417.63				
0622263								
0000030168	HOME DEPOT CREDIT SVCS.	04/16/2026		508.97	0.00	Paid	Y	
	WWTP SUPPLIES	VJANKOWSKI					04/30/2026	
	500-453-47050.000 LABORATORY SUPPLIES			508.97				
0021280								
0000030170	HOME DEPOT CREDIT SVCS.	04/16/2026		52.88	0.00	Paid	Y	
	DOOR REPAIR	VJANKOWSKI					04/30/2026	
	500-462-47510.000 MT MTLS BLDGS & GROUNDS			52.88				
9021324								
0000030183	HOME DEPOT CREDIT SVCS.	04/17/2026		4.68	0.00	Paid	Y	
	FLOAT TRAILER MATERIALS	VJANKOWSKI					04/30/2026	
	100-420-46899.000 MISC COMMUNITY SERVICE			4.68				
9013233								
0000030184	HOME DEPOT CREDIT SVCS.	04/17/2026		9.02	0.00	Paid	Y	
	EVENT TRAILER MATERIALS	VJANKOWSKI					04/30/2026	
	100-420-46899.000 MISC COMMUNITY SERVICE			9.02				
5013312								
0000030258	HOME DEPOT CREDIT SVCS.	04/21/2026		117.49	0.00	Paid	Y	
	PD OUTSIDE CONFERENCE RM TV	VJANKOWSKI					04/30/2026	
	100-301-47510.000 MT MTLS BLDGS & GROUNDS			117.49				
5021536								
0000030261	HOME DEPOT CREDIT SVCS.	04/21/2026		224.48	0.00	Paid	Y	
	BOTTLE FILLING STATION	VJANKOWSKI					04/30/2026	
	100-103-47099.000 MISC SUPPLIES			224.48				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: EFT Transfer FIRE INVESTIGATIONS EQUIPMENT STORAGE BOXS								
4021592								
0000030312	HOME DEPOT CREDIT SVCS.	04/22/2026		328.00	0.00	Paid	Y	
	FIRE INVESTIGATIONS EQUIPMENT STORAGE BO	VJANKOWSKI					04/30/2026	
	100-322-47070.000 TOOLS/SUPPLIES			328.00				
3013373								
0000030342	HOME DEPOT CREDIT SVCS.	04/23/2026		23.94	0.00	Paid	Y	
	PLANTER BOX MATERIAL	RPETERSON					04/30/2026	
	100-420-46899.000 MISC COMMUNITY SERVICE			23.94				
9013451								
0000030377	HOME DEPOT CREDIT SVCS.	04/27/2026		71.26	0.00	Paid	Y	
	WATER FILLING STATION	VJANKOWSKI					04/30/2026	
	100-420-46899.000 MISC COMMUNITY SERVICE			71.26				
9013452								
0000030379	HOME DEPOT CREDIT SVCS.	04/27/2026		146.89	0.00	Paid	Y	
	LQD STATION ROOFING SUPPLIES	VJANKOWSKI					04/30/2026	
	100-420-47510.000 MT MTLS BLDGS & GROUNDS			146.89				
2013405								
0000030408	HOME DEPOT CREDIT SVCS.	04/24/2026		307.08	0.00	Paid	Y	
	DOWNTOWN MATERIALS FOR PLANTER BOXES	VJANKOWSKI					04/30/2026	
	100-420-46899.000 MISC COMMUNITY SERVICE			307.08				
7021933								
0000030495	HOME DEPOT CREDIT SVCS.	04/29/2026		239.94	0.00	Paid	Y	
		VJANKOWSKI					04/30/2026	
	100-202-47502.000 MT MTLS COMPUTER EQUIP			239.94				
6902911								
0000030521	HOME DEPOT CREDIT SVCS.	04/10/2026		399.00	0.00	Paid	Y	
	GENERATOR FOR FIRE EXTINGUISHER TRAINING	VJANKOWSKI					04/30/2026	
	100-322-46372.000 PREVENTION EDUCATION MTLS			399.00				
8903655								
0000030522	HOME DEPOT CREDIT SVCS.	04/28/2026		279.77	0.00	Paid	Y	
	WWTP SUPPLIES	VJANKOWSKI					04/30/2026	
	500-453-47530.000 MT MTLS OTHER EQUIPMENT			279.77				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: EFT Transfer WWTP SUPPLIES								
9904403								
0000030523	HOME DEPOT CREDIT SVCS.	04/27/2026		537.63	0.00	Paid	Y	
	WWTP SUPPLIES	VJANKOWSKI					04/30/2026	
	500-453-47530.000 MT MTLS OTHER EQUIPMENT			537.63				
2213763								
0000030526	HOME DEPOT CREDIT SVCS.	04/14/2026		(18.41)	0.00	Paid	Y	
	MATERIAL FOR SALT STATION	VJANKOWSKI					04/30/2026	
	100-420-47510.000 MT MTLS BLDGS & GROUNDS			(18.41)				
6021996								
0000030532	HOME DEPOT CREDIT SVCS.	04/30/2026		325.67	0.00	Paid	Y	
	TOOLS AND SUPPLIES RESTOCK	VJANKOWSKI					04/30/2026	
	500-462-47070.000 TOOLS/SUPPLIES			325.67				
6021999								
0000030540	HOME DEPOT CREDIT SVCS.	04/30/2026		1,002.96	0.00	Paid	Y	
	MATERIALS FOR PICNIC TABLE REPAIRS	VJANKOWSKI					04/30/2026	
	100-420-46899.000 MISC COMMUNITY SERVICE			1,002.96				
6012981								
0000030573	HOME DEPOT CREDIT SVCS.	03/31/2026		44.96	0.00	Paid	Y	
		VJANKOWSKI					04/30/2026	
	100-420-46899.000 MISC COMMUNITY SERVICE			44.96				
CC APR 2026								
0000030676	BANKCARD PROCESSING CTR	04/28/2026		14,276.08	0.00	Paid	Y	
	APRIL 2026 CREDIT CARD	VJANKOWSKI					04/30/2026	
	100-000-25100.000 CREDIT CARD PAYABLE			14,276.08				
CNXXXXX93375464								
0000030802	IL DEPT OF EMPLOYMENT SECURITY	05/07/2026		5,345.50	0.00	Paid	Y	26-00217
	1ST QTR 2026 UNEMPLOYMENT INS	VJANKOWSKI					04/30/2026	
	100-205-46004.000 UNEMPLOYMENT INSURANCE			5,345.50				
7904521								
0000030851	HOME DEPOT CREDIT SVCS.	04/29/2026		159.00	0.00	Paid	Y	
	TOOK BOX FOR GAS MONITORS & SUPPLIES	VJANKOWSKI					04/30/2026	
	100-323-46612.000 MT LABRATORY EQUIPMENT			159.00				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: EFT Transfer WWTP EQUIPMENT								
6904608								
0000030853	HOME DEPOT CREDIT SVCS.	04/30/2026		895.94	0.00	Paid	Y	
	WWTP EQUIPMENT	VJANKOWSKI					04/30/2026	
	500-453-47530.000	MT MTLS OTHER EQUIPMENT		895.94				
05012026								
0000030817	INTERGOVERNMENTAL PERSONNEL	04/25/2026		404,162.42	0.00	Paid	Y	27-01127
	MAY 2026 INSURANCE PREMS	VJANKOWSKI					05/12/2026	
	100-000-26080.000	HEALTH INSURANCE PAYABLE		404,162.42				
FY25TAXBILLS								
0000030801	LAKE COUNTY COLLECTOR	05/05/2026		476.92	0.00	Paid	Y	
		VJANKOWSKI					05/13/2026	
	100-231-46505.000	REAL ESTATE TAXES		476.92				
INV3755601								
0000030940	PAYLOCITY CORP	05/20/2026		7,077.42	0.00	Paid	Y	27-01129
	PAYLOCITY INVOICE MAY 2026	VJANKOWSKI					05/27/2026	
	100-205-46499.000	PROFESSIONAL SERVICES		7,077.42				
2017/2019 INT								
0000030993	AMALGAMATED BANK OF CHGO	05/15/2026		584,115.63	0.00	Paid	Y	27-01048
	DEBT SERVICE	VJANKOWSKI					05/28/2026	
	280-446-49207.000	DEBT INTEREST SERIES 2019		135,827.00				
	300-238-49207.000	DEBT INTEREST SERIES 2019		250,976.00				
	520-455-49207.000	DEBT INTEREST SERIES 2019		141,412.63				
	341-265-49206.000	DEBT INTEREST SERIES 2017		55,900.00				
06012026								
0000031147	INTERGOVERNMENTAL PERSONNEL	05/25/2026		402,733.41	0.00	Paid	Y	27-01127
	JUNE 2026 IPBC INVOICE	VJANKOWSKI					06/01/2026	
	100-000-26080.000	HEALTH INSURANCE PAYABLE		402,733.41				
Total Pay By Check Type EFT Transfer:				1,428,323.90	0.00			
Pay By Check Type: Paper Check HDMI CABLE								
1MHF-61CT-L7KG								
0000030180	AMAZON CAPITAL SERVICES, INC.	04/16/2026		35.99	0.00	Paid	Y	
	HDMI CABLE	VJANKOWSKI					04/30/2026	
	100-410-47012.000	COMPUTER SUPPLIES		35.99				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted	PO Number / Post Date
Pay By Check Type: Paper Check 112 28" SAFETY CONES								
INV108237								
0000030236	NORTH AMERICAN SAFETY	04/20/2026		2,152.74	0.00	Paid	Y	26-01133
	112 28" SAFETY CONES	VJANKOWSKI						04/30/2026
	100-441-47530.000 MT MTLS OTHER EQUIPMENT			2,152.74				
WALSH 041626								
0000030237	PATRICK WALSH	04/16/2026		463.45	0.00	Paid	Y	
	REIMBURSEMENT FOR PAT WALSH WHILE ATTEND	VJANKOWSKI						04/30/2026
	500-462-46340.000 CONV/SCHOOLS/MTGS			463.45				
1MFH-6LLM-FF4P								
0000030334	AMAZON CAPITAL SERVICES, INC.	04/23/2026		4.99	0.00	Paid	Y	
	OFFICE SUPPLIES	RPETERSON						04/30/2026
	100-410-47015.000 OFFICE SUPPLIES			4.99				
000939147								
0000030416	AMERICAN PUBLIC WORKS ASSOC	04/27/2026		95.00	0.00	Paid	Y	
	CPII RECERTIFICATION FOR PAT WALSH	VJANKOWSKI						04/30/2026
	100-440-46305.000 PROFESSIONAL DUES			95.00				
0284868								
0000030433	BAXTER & WOODMAN	04/28/2026		18,500.00	0.00	Paid	Y	Multiple
	VILLAGE ADDITIONAL STAFFING ASSISTANCE S	VJANKOWSKI						04/30/2026
	500-451-46410.000 CONSULTING SERVICES			8,900.00				
	500-451-46410.000 CONSULTING SERVICES			9,600.00				
0284872								
0000030437	CONCENTRIC INTEGRATION	04/28/2026		4,430.00	0.00	Paid	Y	26-00516
	REPLACEMENT OF THE WASTEWATER PLC SYSTEM	VJANKOWSKI						04/30/2026
	520-457-48770.000 SCADA IMPROVEMENTS			4,430.00				
CTA55803								
0000030439	CHICAGO TRIBUNE COMPANY, LLC	04/28/2026		5,000.00	0.00	Paid	Y	26-01132
	DIGITIZED META HANDSHAKE FOR ALERTS & NO	VJANKOWSKI						04/30/2026
	100-204-46499.000 PROFESSIONAL SERVICES			5,000.00				
1DLW-3GJN-JML4								
0000030459	AMAZON CAPITAL SERVICES, INC.	04/28/2026		84.07	0.00	Paid	Y	
	KITCHEN SUPPLIES	RPETERSON						04/30/2026
	100-201-47015.000 OFFICE SUPPLIES			84.07				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted	PO Number / Post Date
Pay By Check Type: Paper Check LEGAL FEES - MARCH 2026 - CONCEPT #2022-006 - IVANHOE VILLAGE - ARCHDIOCES								
421608								
0000030471	BURKE, WARREN, MACKAY & SERRITELLA, LEGAL FEES - MARCH 2026 - CONCEPT #2022- 630-000-27775.000	04/27/2026 RPETERSON CONC 2022-006 WIRTZ		3,857.50 3,857.50	0.00	Paid	Y 04/30/2026	26-01193
421607								
0000030472	BURKE, WARREN, MACKAY & SERRITELLA, LEGAL FEES - APRIL 2026 - CONCEPT #2022- 630-000-27775.000	04/27/2026 RPETERSON CONC 2022-006 WIRTZ		2,510.00 2,510.00	0.00	Paid	Y 04/30/2026	26-01118
237422								
0000030480	BULLET PROOF DIESEL EGR COOLER COMPLETE KIT, INTERNATIONAL M 100-430-47526.000	04/02/2026 VJANKOWSKI MT MTLS DUMP TRUCKS		2,815.08 2,815.08	0.00	Paid	Y 04/30/2026	26-01200
210041								
0000030531	CHRISTOPHER B BURKE ENGINEERING LTD PROFESSIONAL ENGINEERING SERVICES FOR TH 342-266-48799.000	04/30/2026 VJANKOWSKI OTHER INFRASTRUCTURE IMPR		3,986.84 3,986.84	0.00	Paid	Y 04/30/2026	26-00539
210039								
0000030533	CHRISTOPHER B BURKE ENGINEERING LTD PROF ENG SERVICES RELATED TO IEPA PUBLIC 500-461-46410.000	04/30/2026 VJANKOWSKI CONSULTING SERVICES		735.00 735.00	0.00	Paid	Y 04/30/2026	26-00526
1NDN-Y3F1-3JPM								
0000030542	AMAZON CAPITAL SERVICES, INC. MORALES FY26 WRENCHES 100-430-47061.000	04/29/2026 VJANKOWSKI MECHANIC'S TOOLS		144.52 144.52	0.00	Paid	Y 04/30/2026	
1747-MC6W-4ML3								
0000030543	AMAZON CAPITAL SERVICES, INC. ROBERTS RULES FOR COMMISSIONS 100-111-47010.000	04/30/2026 VJANKOWSKI BOOKS/PUBLICATIONS		71.94 71.94	0.00	Paid	Y 04/30/2026	
19TF-MCPR-6D4L								
0000030544	AMAZON CAPITAL SERVICES, INC. TENTS FOR BC EVENTS 100-420-46899.000	04/30/2026 VJANKOWSKI MISC COMMUNITY SERVICE		171.88 171.88	0.00	Paid	Y 04/30/2026	

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: Paper Check GIVEAWAYS - DRAWSTRING BAGS								
PPP-37786								
0000030547	PROMOTIONAL PRODUCTS PARTNERS	04/29/2026		346.84	0.00	Paid	Y	
	GIVEAWAYS - DRAWSTRING BAGS	VJANKOWSKI					04/30/2026	
	100-420-46899.000 MISC COMMUNITY SERVICE			346.84				
6141835572								
0000030549	VERIZON	04/23/2026		181.35	0.00	Paid	Y	
	COMMUNICATION SERVICE FOR WATER AND LS4	VJANKOWSKI					04/30/2026	
	500-462-47310.000 AMERITECH CHARGES			181.35				
Y893826								
0000030561	CORE & MAIN LP	04/30/2026		1,680.00	0.00	Paid	Y	
	RESTOCK OF MATERIAL	VJANKOWSKI					04/30/2026	
	500-462-47563.000 MT MTLS WATERMAINS			1,680.00				
Y955164								
0000030562	CORE & MAIN LP	04/30/2026		1,488.00	0.00	Paid	Y	
	BBOXES	VJANKOWSKI					04/30/2026	
	500-462-47563.000 MT MTLS WATERMAINS			1,488.00				
030134								
0000030563	NAPA AUTO PARTS	04/30/2026		6.50	0.00	Paid	Y	
	HOSE CLAMP	VJANKOWSKI					04/30/2026	
	100-430-47524.000 MT MTLS PATROL VEHICLES			6.50				
030143								
0000030564	NAPA AUTO PARTS	04/30/2026		50.95	0.00	Paid	Y	
	SQUAD 40 SWAY BAR LINKS	VJANKOWSKI					04/30/2026	
	100-430-47524.000 MT MTLS PATROL VEHICLES			50.95				
8415267								
0000030566	INTERSTATE BATTERIES OF NORTH CHICA	04/10/2026		535.96	0.00	Paid	Y	
	REPLACEMENT BATTERIES FOR SIGNAL CROSSWA	VJANKOWSKI					04/30/2026	
	100-441-47548.000 MT MTLS TRAFFIC SIGNALS			535.96				
000374800								
0000030570	DRYDON/A DXP COMPANY	04/30/2026		291.17	0.00	Paid	Y	
	WWTP SUPPLIES	VJANKOWSKI					04/30/2026	
	500-453-47530.000 MT MTLS OTHER EQUIPMENT			291.17				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: Paper Check MATERIALS FOR STREETLIGHT REPAIRS								
S2165128.001								
0000030571	CONNEXION	04/30/2026		749.71	0.00	Paid	Y	
	MATERIALS FOR STREETLIGHT REPAIRS	VJANKOWSKI					04/30/2026	
	100-420-47549.000 MT MTLS STREET LITES			749.71				
MORALES-032426								
0000030576	AARON MORALES	03/24/2026		50.00	0.00	Paid	Y	
	CDL REIMBURSEMENT FOR AARON MORALES	VJANKOWSKI					04/30/2026	
	100-430-46305.000 PROFESSIONAL DUES			50.00				
252302-F								
0000030578	CHICAGOLAND PAVING CONTRACTORS	04/30/2026		113,313.44	0.00	Paid	Y	26-00964
	PAVEMENT PATCHING THROUGHOUT TOWN. APPR	VJANKOWSKI					04/30/2026	
	100-441-46670.000 MT ALL STREETS			113,313.44				
48453								
0000030590	MENARD, INC	04/30/2026		156.90	0.00	Paid	Y	
	WWTP SUPPLIES	VJANKOWSKI					04/30/2026	
	500-453-47510.000 MT MTLS BLDGS & GROUNDS			156.90				
48402								
0000030591	MENARD, INC	04/29/2026		144.04	0.00	Paid	Y	
	WWTP SUPPLIES	VJANKOWSKI					04/30/2026	
	500-453-47510.000 MT MTLS BLDGS & GROUNDS			144.04				
853553906								
0000030592	THOMSON REUTERS	05/01/2026		335.70	0.00	Paid	Y	
		VJANKOWSKI					04/30/2026	
	100-304-46999.000 MISC OTHER SERVICES			167.85				
	100-105-46999.000 MISC OTHER SERVICES			167.85				
55291								
0000030596	PETER BAKER & SON CO.	04/30/2026		1,010.16	0.00	Paid	Y	
	ASPHALT FOR ROAD PATCHING FY 2026	VJANKOWSKI					04/30/2026	
	100-441-47543.000 MT MTLS BITUMINOUS PATCH			1,010.16				
259318								
0000030597	DOTY & SONS CONCRETE PRODUCTS, INC.	04/22/2026		1,778.00	0.00	Paid	Y	
	BEAUTIFICATION COMMITEE REQUESTED PLANTE	VJANKOWSKI					04/30/2026	
	100-109-46899.000 MISC COMMUNITY SERVICE			1,778.00				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: Paper Check STARCOMM RADIO FOR NEW TRUCK - PER QUOTE #359690								
8282324597								
0000030602	MOTOROLA SOLUTIONS STARCOM21 NETWOR	05/01/2026		6,202.62	0.00	Paid	Y	26-00983
	STARCOMM RADIO FOR NEW TRUCK - PER QUOTE	VJANKOWSKI					04/30/2026	
	100-323-47351.000 RADIO SERVICING			6,202.62				
X101241925: 01								
0000030604	NORTHWEST FREIGHTLINER	01/12/2026		322.45	0.00	Paid	Y	
	AMB 342 AIR DRYER	VJANKOWSKI					04/30/2026	
	100-430-47522.000 MT MTLS AMBULANCES			322.45				
0201-0430 LABS								
0000030605	CENTRAL LAKE COUNTY JAWA	05/04/2026		162.00	0.00	Paid	Y	
	CLCJAWA SAMPLES FEB - APRIL	VJANKOWSKI					04/30/2026	
	500-462-46450.000 CHEMICAL ANALYSIS			162.00				
2026 0228 SD								
0000030606	CENTRAL LAKE COUNTY JAWA	05/04/2026		398.90	0.00	Paid	Y	
	ELCTRCL USAGE/ROUTINE MAINT FEE - FEB 20	VJANKOWSKI					04/30/2026	
	500-462-47421.000 ELP WTR RECEIVING STRTR			260.86				
	500-462-46662.000 MT WTR RECEIVING STRUCTR			138.04				
2026 0430 WTR								
0000030607	CENTRAL LAKE COUNTY JAWA	05/04/2026		133,797.65	0.00	Paid	Y	
	WATER CHARGES APRIL 2026	VJANKOWSKI					04/30/2026	
	500-463-47450.000 CLCJAWA WATER CHARGES			133,797.65				
808FY26-06								
0000030627	VILLAGE OF LIBERTYVILLE	05/01/2026		46.71	0.00	Paid	Y	
	WWTP WATER SERVICE	VJANKOWSKI					04/30/2026	
	500-453-47470.000 WATER SERVICE CHARGES			46.71				
819FY26-06								
0000030628	VILLAGE OF LIBERTYVILLE	05/01/2026		43.22	0.00	Paid	Y	
	WWTP WATER SERVICE	VJANKOWSKI					04/30/2026	
	500-453-47470.000 WATER SERVICE CHARGES			43.22				
272386-000								
0000030629	ZIEBELL WATER SERVICE	04/30/2026		1,999.48	0.00	Paid	Y	
	FIRE HYDRANT PARTS	VJANKOWSKI					04/30/2026	
	500-462-47563.000 MT MTLS WATERMAINS			1,999.48				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: Paper Check AED PRO, BATTERY PACK, ECG CABLE, STAT-PADZ								
4480448								
0000030630	ZOLL MEDICAL CORPORATION	04/24/2026		4,007.73	0.00	Paid	Y	26-01024
	AED PRO, BATTERY PACK, ECG CABLE, STAT-P	VJANKOWSKI					04/30/2026	
	100-324-47070.000 AED & EQU W/TRADEIN INLCUDED			4,007.73				
14LT-7QFH-LVYY								
0000030631	AMAZON CAPITAL SERVICES, INC.	05/04/2026		132.03	0.00	Paid	Y	
	FLAG POLE MAINT AT METRA	VJANKOWSKI					04/30/2026	
	100-427-47572.000 MT MTLS TRAIN STATION			132.03				
0104359-IN								
0000030640	LESTER'S MATERIAL SERVICE	04/28/2026		157.95	0.00	Paid	Y	
	SOIL FOR METRA PLANTERS	VJANKOWSKI					04/30/2026	
	100-427-47599.000 MISC MAINT MATERIALS			157.95				
87464								
0000030642	LOWE'S	04/29/2026		16.18	0.00	Paid	Y	
	WWTP SUPPLIES	VJANKOWSKI					04/30/2026	
	500-453-47530.000 MT MTLS OTHER EQUIPMENT			16.18				
96507051								
0000030650	TERMINIX ANDERSON	05/03/2026		89.98	0.00	Paid	Y	
	ST 1 PEST CONTROL	VJANKOWSKI					04/30/2026	
	100-321-46620.000 MT BUILDING & GROUNDS			89.98				
96507053								
0000030651	TERMINIX ANDERSON	05/03/2026		58.26	0.00	Paid	Y	
	ST 2 PEST CONTROL	VJANKOWSKI					04/30/2026	
	100-321-46620.000 MT BUILDING & GROUNDS			58.26				
18960060137-042								
0000030652	NICOR GAS COMPANY	05/04/2026		68.12	0.00	Paid	Y	
	3716 CANTON LFT STN 04/02-05/04/26	VJANKOWSKI					04/30/2026	
	500-452-47430.000 HEATING FUELS			68.12				
40127416028-042								
0000030653	NICOR GAS COMPANY	05/01/2026		66.90	0.00	Paid	Y	
	2810 W RT60 04/01-05/01/26	VJANKOWSKI					04/30/2026	
	500-452-47430.000 HEATING FUELS			66.90				

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Pay By Check Type: Paper Check 3585 GRND DOM LFT STN 04/02-05/04/26								
70391475285-042								
0000030654	NICOR GAS COMPANY	05/01/2026		66.36	0.00	Paid	Y	
	3585 GRND DOM LFT STN 04/02-05/04/26	VJANKOWSKI					04/30/2026	
	500-452-47430.000 HEATING FUELS			66.36				
96508376								
0000030655	TERMINIX ANDERSON	05/03/2026		75.98	0.00	Paid	Y	
	PEST CONTROL	VJANKOWSKI					04/30/2026	
	100-420-46599.000 MISC PROPERTY SERVICES			75.98				
AD-LEGAL APRIL								
0000030668	LALUZERNE & SMITH, LTD.	04/30/2026		320.00	0.00	Paid	Y	
	LEGAL FEES - APRIL 2026	VJANKOWSKI					04/30/2026	
	100-240-46401.000 CORPORATE COUNSEL			320.00				
PD-APRIL 2026								
0000030671	ATLAS CAR WASH	04/30/2026		560.00	0.00	Paid	Y	
	CAR WASHES POLICE AND PUBLIC WORKS	VJANKOWSKI					04/30/2026	
	100-305-47530.000 MT MTLS OTHER EQUIPMENT			240.00				
	100-430-46640.000 MT ADMIN VEHICLES			320.00				
73752								
0000030674	MUNICIPAL COLL OF AMERICA INC	04/30/2026		551.95	0.00	Paid	Y	
	APRIL 26 COLLECTIONS	VJANKOWSKI					04/30/2026	
	500-000-33210.000 VILLAGE WATER CHARGES			499.45				
	100-000-32750.000 PL HEARING OFFICER FINES			52.50				
8505								
0000030684	KEVIN WALSH EXCAVATING, INC	04/30/2026		1,154.25	0.00	Paid	Y	
	SAND FOR DRYING BEDS	VJANKOWSKI					04/30/2026	
	500-453-47542.000 MT MTLS SAND			1,154.25				
PD-LEGAL APRIL								
0000030693	LALUZERNE & SMITH, LTD.	04/30/2026		10,132.50	0.00	Paid	Y	26-00235
	LEGALS BILLS 2025 - 2026	VJANKOWSKI					04/30/2026	
	100-240-46401.000 CORPORATE COUNSEL			10,132.50				
5512793								
0000030698	MONROE TRUCK EQUIPMNT INC	11/07/2025		525.50	0.00	Paid	Y	
	420 PLOW CONTROLS	VJANKOWSKI					04/30/2026	
	100-430-47526.000 MT MTLS DUMP TRUCKS			525.50				

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Pay By Check Type: Paper Check PROFESSIONAL ENGINEERING SERVICES FOR THE URBAN MOBILITY INFRASTRUCTURE PLAN								
208599								
0000030704	CHRISTOPHER B BURKE ENGINEERING LTD	03/05/2026		1,570.00	0.00	Paid	Y	26-00539
	PROFESSIONAL ENGINEERING SERVICES FOR TH	VJANKOWSKI						04/30/2026
	342-266-48799.000 OTHER INFRASTRUCTURE IMPR			1,570.00				
0039128-00								
0000030713	LEE JENSEN SALES CO INC	04/30/2026		1,105.00	0.00	Paid	Y	
	HARNESS	VJANKOWSKI						04/30/2026
	500-462-47599.000 MISC MAINT MATERIALS			1,105.00				
250916								
0000030730	MIDWEST HOSE AND FITTINGS INC	04/29/2026		82.90	0.00	Paid	Y	
	LG SQUAD 55 AIR LINE	VJANKOWSKI						04/30/2026
	100-430-47535.000 CONTRACTUAL FIRE PARTS			82.90				
0284867								
0000030732	CONCENTRIC INTEGRATION	04/28/2026		74,813.00	0.00	Paid	Y	26-00795
	SCADA INFRASTRUCTURE UPGRADE FOR WATER A	VJANKOWSKI						04/30/2026
	500-463-46415.000 COMPUTER SOFTWARE SUPPORT			74,813.00				
04600176								
0000030736	TRANS UNION LLC	04/28/2026		126.96	0.00	Paid	Y	
	FINANCIAL BACKGROUND CHECKS	VJANKOWSKI						04/30/2026
	100-304-46999.000 MISC OTHER SERVICES			63.48				
	100-105-46999.000 MISC OTHER SERVICES			63.48				
5918365384								
0000030740	NORTH SHORE GAS CO.	05/06/2026		2,035.09	0.00	Paid	Y	
	300 PLAZA CR 04/01-04/30/26	VJANKOWSKI						04/30/2026
	500-453-47430.000 HEATING FUELS			2,035.09				
5918324831								
0000030741	NORTH SHORE GAS CO.	05/06/2026		64.36	0.00	Paid	Y	
	801 E ALLANSON 04/01/26-04/30/26	VJANKOWSKI						04/30/2026
	500-453-47430.000 HEATING FUELS			64.36				
0668285000-FYE2								
0000030742	COMED	05/04/2026		68.62	0.00	Paid	Y	
	0 S HAWLEY RRTRX 04/02-05/01/26	VJANKOWSKI						04/30/2026
	100-427-47420.000 ELECTRIC LIGHT/POWER			68.62				

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Pay By Check Type: Paper Check 937 NE HOLCOMB LFT STN 1 04/02-05/04/26								
0725595000-FYE2								
0000030743	COMED	05/04/2026		182.75	0.00	Paid	Y	
	937 NE HOLCOMB LFT STN 1 04/02-05/04/26	VJANKOWSKI					04/30/2026	
	500-452-47420.000 ELECTRIC LIGHT/POWER			182.75				
1286631222-FYE2								
0000030744	COMED	05/04/2026		312.51	0.00	Paid	Y	
	410 AMBRIA DR LFT STN 6 04/02-05/01/26	VJANKOWSKI					04/30/2026	
	500-452-47420.000 ELECTRIC LIGHT/POWER			312.51				
1557812000-FYE2								
0000030745	COMED	05/01/2026		52.97	0.00	Paid	Y	
	22 E PARK ST 04/02-05/01/26	VJANKOWSKI					04/30/2026	
	100-441-47420.000 ELECTRIC LIGHT/POWER			52.97				
1617799000-FYE2								
0000030746	COMED	05/04/2026		73.10	0.00	Paid	Y	
	0 N DIVISION 1E RRTRX 04/02-05/01/26	VJANKOWSKI					04/30/2026	
	100-427-47420.000 ELECTRIC LIGHT/POWER			73.10				
2104012111-FYE2								
0000030747	COMED	05/04/2026		1,857.45	0.00	Paid	Y	
	110 W HAWTHORNE WL WTR 10 04/02-05/01/2	VJANKOWSKI					04/30/2026	
	500-462-47420.000 ELECTRIC LIGHT/POWER			1,857.45				
2710184000-FYE2								
0000030748	COMED	05/04/2026		123.38	0.00	Paid	Y	
	1199 W HAWLEY ST PRV 04/02-05/01/26	VJANKOWSKI					04/30/2026	
	500-462-47420.000 ELECTRIC LIGHT/POWER			123.38				
2833446000-FYE2								
0000030749	COMED	05/04/2026		90.04	0.00	Paid	Y	
	2800 W RT 60 LFT STN 04/02-05/01/26	VJANKOWSKI					04/30/2026	
	500-452-47420.000 ELECTRIC LIGHT/POWER			90.04				
3034202111-FYE2								
0000030750	COMED	05/01/2026		85.60	0.00	Paid	Y	
	3811 MELODY ST SIGN 04/02-05/01/26	VJANKOWSKI					04/30/2026	
	100-441-47420.000 ELECTRIC LIGHT/POWER			85.60				

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Pay By Check Type: Paper Check 1499 N MIDLOTHIAN PRSR VLVE 04/02-05/01/26								
3664723000-FYE2								
0000030752	COMED	05/04/2026		100.50	0.00	Paid	Y	
	1499 N MIDLOTHIAN PRSR VLVE	04/02-05/01 VJANKOWSKI					04/30/2026	
	500-462-47420.000	ELECTRIC LIGHT/POWER		100.50				
5921386929								
0000030756	NORTH SHORE GAS CO.	05/08/2026		447.91	0.00	Paid	Y	
	22 E PARK ST 04/08-05/07/26	VJANKOWSKI					04/30/2026	
	100-441-47430.000	HEATING FUELS		447.91				
5921447158								
0000030757	NORTH SHORE GAS CO.	05/08/2026		562.17	0.00	Paid	Y	
	301 N ARCHER 04/07-05/07/26	VJANKOWSKI					04/30/2026	
	294-294-47430.000	HEATING FUELS		562.17				
467562206001								
0000030758	ODP BUSINESS SOLUTIONS, LLC	04/24/2026		54.75	0.00	Paid	Y	
	OFFICE SUPPLIES	VJANKOWSKI					04/30/2026	
	100-201-47015.000	OFFICE SUPPLIES		54.75				
467766435001								
0000030759	ODP BUSINESS SOLUTIONS, LLC	04/23/2026		18.19	0.00	Paid	Y	
	OFFICE SUPPLIES	VJANKOWSKI					04/30/2026	
	100-201-47015.000	OFFICE SUPPLIES		18.19				
467562220001								
0000030760	ODP BUSINESS SOLUTIONS, LLC	04/24/2026		17.52	0.00	Paid	Y	
	OFFICE SUPPLIES	VJANKOWSKI					04/30/2026	
	100-201-47015.000	OFFICE SUPPLIES		17.52				
467757745001								
0000030761	ODP BUSINESS SOLUTIONS, LLC	04/24/2026		209.54	0.00	Paid	Y	
	OFFICE SUPPLIES	VJANKOWSKI					04/30/2026	
	100-201-47015.000	OFFICE SUPPLIES		209.54				
467766436001								
0000030762	ODP BUSINESS SOLUTIONS, LLC	04/28/2026		45.53	0.00	Paid	Y	
	OFFICE SUPPLIES	VJANKOWSKI					04/30/2026	
	100-201-47015.000	OFFICE SUPPLIES		45.53				

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Pay By Check Type: Paper Check OFFICE SUPPLIES								
464704858001								
0000030763	ODP BUSINESS SOLUTIONS, LLC	04/30/2026		261.85	0.00	Paid	Y	
	OFFICE SUPPLIES	VJANKOWSKI					04/30/2026	
	100-306-47015.000 OFFICE SUPPLIES			261.85				
L2604300059								
0000030782	T-MOBILE USA, INC.	04/30/2026		50.00	0.00	Paid	Y	
	TIME DIFFERENCE OF ARRIVAL	VJANKOWSKI					04/30/2026	
	100-304-46999.000 MISC OTHER SERVICES			50.00				
1DT9-1XHC-3FRX								
0000030805	AMAZON CAPITAL SERVICES, INC.	04/30/2026		917.94	0.00	Paid	Y	
		VJANKOWSKI					04/30/2026	
	500-453-47199.000 MISC PERSONAL SAFETY EQ			917.94				
8282328804								
0000030816	MOTOROLA SOLUTIONS STARCOM21 NETWOR	05/12/2026		2,008.96	0.00	Paid	Y	26-00950
	STUBBY ANTENNA AND GCAI MINI TO GCIA ADA	VJANKOWSKI					04/30/2026	
	100-305-47999.000 OTHER COMMODITIES			2,008.96				
35521416								
0000030827	KIMLEY-HORN & ASSOCIATES INC.	04/30/2026		1,500.00	0.00	Paid	Y	26-00805
	CONSULTANT FEES - PARK STREET PHASE 2	VJANKOWSKI					04/30/2026	
	210-442-48740.000 CONSULTING SERVICES			1,500.00				
20260404119								
0000030836	IL STATE POLICE	04/30/2026		189.00	0.00	Paid	Y	
	REPLENISH FINGERPRINT BACKGROUND CHECK F	VJANKOWSKI					04/30/2026	
	100-304-46999.000 MISC OTHER SERVICES			189.00				
309150								
0000030844	INFOSEND, INC.	04/30/2026		4,251.54	0.00	Paid	Y	26-01175
	POSTAGE & PRINTING FOR UB STATEMENTS/PAS	VJANKOWSKI					04/30/2026	
	500-463-46441.000 PRINTING SERVICES			977.83				
	500-463-47016.000 POSTAGE			3,273.71				
MCD-APRIL 2026								
0000030846	MCDONALD'S #4532	04/30/2026		24.32	0.00	Paid	Y	
	PRISONER MEALS APRIL 2026	VJANKOWSKI					04/30/2026	
	100-301-47020.000 PRISONER'S BOARD			24.32				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted	PO Number / Post Date
Pay By Check Type: Paper Check DESIGN-BUILD AGREEMENT FOR THE DESIGN AND CONSTRUCTION OF THE COURTLAND COMMONS PEDESTRIAN BRIDGE								
#2 & FINAL								
0000030849	CHRISTOPHER B BURKE ENGINEERING LTD	05/08/2026		272,450.00	0.00	Paid	Y	26-00538
	DESIGN-BUILD AGREEMENT FOR THE DESIGN AN	VJANKOWSKI						04/30/2026
	414-445-48799.000 OTHER INFRASTRUCTURE IMPR			272,450.00				
D76 TIF IV								
0000030855	DIAMOND LAKE SCHOOL DIST 76	04/20/2026		151,471.26	0.00	Paid	Y	26-01019
	TIF 4 PAYMENT	VJANKOWSKI						04/30/2026
	342-266-49901.000 CONTIGENT			151,471.26				
D76 TIF2								
0000030856	DIAMOND LAKE SCHOOL DIST 76	04/20/2026		100,980.84	0.00	Paid	Y	26-01018
	TIF 2 PAYMENT	VJANKOWSKI						04/30/2026
	340-264-49901.000 CONTIGENT			100,980.84				
3822								
0000030857	VEREGY CENTRAL, LLC	05/07/2026		3,232.00	0.00	Paid	Y	26-01230
	CONSULTING SERVICES - APRIL 2026	VJANKOWSKI						04/30/2026
	100-240-46410.000 CONSULTING SERVICES			3,232.00				
SALESTAX1225-02								
0000030877	JEWEL FOOD STORES	05/13/2026		47,350.65	0.00	Paid	Y	26-00206
	SALES TAX REBATES FY2026	VJANKOWSKI						04/30/2026
	330-263-49402.000 TAX REBATES			47,350.65				
TAXREB 052626								
0000030878	DANIEL BEELOW	05/13/2026		136,052.87	0.00	Paid	Y	26-01173
	SALES TAX REBATE FY2026	VJANKOWSKI						04/30/2026
	330-263-49402.000 TAX REBATES			136,052.87				
037928								
0000030879	LPI DIGITAL, LLC	05/07/2026		1,098.00	0.00	Paid	Y	
		VJANKOWSKI						04/30/2026
	100-204-46804.000 NEWSLETTER PUBLICATION			1,098.00				
911TRNSFR-04302								
0000030888	JOINT EMERGENCY TELEPHONE SYSTEM BO	05/12/2026		2,778.00	0.00	Paid	Y	26-01184
	REMAINING 911 FUNDS TRNSFR-CAPTIAL PROJE	VJANKOWSKI						04/30/2026
	291-316-49915.000 CAPITAL RESERVE DISTRIBUTION			2,778.00				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: Paper Check WWTP STAFFING SERVICES								
0285307								
0000030893	BAXTER & WOODMAN	05/14/2026		9,250.00	0.00	Paid	Y	26-01197
	WWTP STAFFING SERVICES	VJANKOWSKI					04/30/2026	
	500-451-46410.000	CONSULTING SERVICES		9,250.00				
20922								
0000030899	RONDOUT SERVICE CENTER	04/29/2026		35.50	0.00	Paid	Y	
	SAFETY LANE TEST - AMB 346	VJANKOWSKI					04/30/2026	
	100-430-46642.000	MT AMBULANCES		35.50				
492803								
0000030902	IGS ENERGY	05/19/2026		4,777.57	0.00	Paid	Y	
	APRIL 2026 GAS CHARGES	VJANKOWSKI					04/30/2026	
	500-463-47430.000	HEATING FUELS		22.64				
	500-453-47430.000	HEATING FUELS		3,633.56				
	294-294-47430.000	HEATING FUELS		1,121.37				
3669801								
0000030922	IMPACT NETWORKING LLC	02/04/2026		327.32	0.00	Paid	Y	
	WWTP CONTRACTUAL SERVICE	VJANKOWSKI					04/30/2026	
	500-453-46620.000	MT BUILDING & GROUNDS		327.32				
465904196001								
0000030930	ODP BUSINESS SOLUTIONS, LLC	05/12/2026		260.16	0.00	Paid	Y	
	END OF BUDGET YEAR KITCHEN SUPPLIES	VJANKOWSKI					04/30/2026	
	100-201-47015.000	OFFICE SUPPLIES		260.16				
F10000311054								
0000030933	OTIS ELEVATOR COMPANY	04/30/2026		175.00	0.00	Paid	Y	
	ELEVATOR CONTRACTUAL	VJANKOWSKI					04/30/2026	
	100-420-46620.000	MT BUILDING & GROUNDS		175.00				
430017								
0000030934	INDUSTRIAL CHEM LABS & SERVICES INC	04/28/2026		338.63	0.00	Paid	Y	
	ROOT BEGONE FOR SEWER MAINTENANCE	VJANKOWSKI					04/30/2026	
	500-453-47080.000	CHEMICAL SUPPLIES		338.63				
56508894								
0000030937	LINDE GAS & EQUIPMENT INC	04/30/2026		79.20	0.00	Paid	Y	
	CO2 TANK	VJANKOWSKI					04/30/2026	
	500-462-47599.000	MISC MAINT MATERIALS		79.20				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: Paper Check STREET LIGHTS APRIL 2026								
72782629901								
0000030938	CONSTELLATION NEWENERGY	04/30/2026		2,882.63	0.00	Paid	Y	
	STREET LIGHTS APRIL 2026	VJANKOWSKI					04/30/2026	
	100-441-47420.000 ELECTRIC LIGHT/POWER			2,882.63				
WO-04154								
0000030942	STANDARD IND & AUTO EQUIP INC.	02/18/2026		390.00	0.00	Paid	Y	
	SERVICE CALL FOR PRESSURE WASHERS AT PW	VJANKOWSKI					04/30/2026	
	100-420-46620.000 MT BUILDING & GROUNDS			390.00				
2232762000-FY26								
0000030944	COMED	05/13/2026		66.25	0.00	Paid	Y	
	1 TANK PL UNIT WTR 04/13-05/12/26	VJANKOWSKI					04/30/2026	
	100-441-47420.000 ELECTRIC LIGHT/POWER			66.25				
2761523333-FY26								
0000030945	COMED	05/07/2026		11.88	0.00	Paid	Y	
	440 E HAWLEY ST LITE CNTRLR 04/08-05/07/	VJANKOWSKI					04/30/2026	
	100-441-47420.000 ELECTRIC LIGHT/POWER			11.88				
3306834000-FY26								
0000030946	COMED	05/07/2026		132.02	0.00	Paid	Y	
	1690 S BUTTERFIELD LFT STN #5 04/07-05/0	VJANKOWSKI					04/30/2026	
	500-452-47420.000 ELECTRIC LIGHT/POWER			132.02				
3665583814-FY26								
0000030947	COMED	05/01/2026		739.38	0.00	Paid	Y	
	301 ARCHER AVE 04/02-05/01/26	VJANKOWSKI					04/30/2026	
	100-201-47420.000 ELECTRIC LIGHT/POWER			739.38				
4200188000-FY26								
0000030948	COMED	05/04/2026		2,361.21	0.00	Paid	Y	
	801 ALLANSON RD 04/02-05/01/26	VJANKOWSKI					04/30/2026	
	500-462-47420.000 ELECTRIC LIGHT/POWER			2,361.21				
4424842000-FY26								
0000030949	COMED	05/01/2026		313.51	0.00	Paid	Y	
	99 HAMMOND 04/02-05/01/26	VJANKOWSKI					04/30/2026	
	100-441-47420.000 ELECTRIC LIGHT/POWER			313.51				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: Paper Check 3716 CANTON CR LFT STN 2 04/03-05/01/26								
4426081222-FY26								
0000030950	COMED	05/04/2026		95.42	0.00	Paid	Y	
	3716 CANTON CR LFT STN 2 04/03-05/01/26	VJANKOWSKI					04/30/2026	
	500-452-47420.000 ELECTRIC LIGHT/POWER			95.42				
5488424000-FY26								
0000030951	COMED	05/07/2026		478.83	0.00	Paid	Y	
	936 CAMPUS DR 04/07-05/06/26	VJANKOWSKI					04/30/2026	
	500-462-47420.000 ELECTRIC LIGHT/POWER			478.83				
5660532222-FY26								
0000030952	COMED	05/04/2026		23.19	0.00	Paid	Y	
	912 E RT45 SIGN 04/03-05/04/26	VJANKOWSKI					04/30/2026	
	100-441-47420.000 ELECTRIC LIGHT/POWER			23.19				
5725062222-FY26								
0000030953	COMED	05/04/2026		368.89	0.00	Paid	Y	
	695 BANBURY RD LFT STN 4 04/02-05/01/26	VJANKOWSKI					04/30/2026	
	500-452-47420.000 ELECTRIC LIGHT/POWER			368.89				
5745894000-FY26								
0000030954	COMED	05/04/2026		1,332.20	0.00	Paid	Y	
	1001 E MAPLE AV 04/02-05/04/26	VJANKOWSKI					04/30/2026	
	500-462-47420.000 ELECTRIC LIGHT/POWER			1,332.20				
6378346000-FY26								
0000030955	COMED	05/04/2026		99.63	0.00	Paid	Y	
	1399 N STATE RTE 83 04/02-05/01/26	VJANKOWSKI					04/30/2026	
	500-462-47420.000 ELECTRIC LIGHT/POWER			99.63				
7046699000-FY26								
0000030956	COMED	05/04/2026		345.62	0.00	Paid	Y	
	205 N ARCHER AVE 04/02-05/01/26	VJANKOWSKI					04/30/2026	
	100-427-47420.000 ELECTRIC LIGHT/POWER			345.62				
7058493000-FY26								
0000030957	COMED	05/04/2026		80.07	0.00	Paid	Y	
	1499 N ST RTE 83 PRSR VLVE 04/02-05/01/	VJANKOWSKI					04/30/2026	
	500-462-47420.000 ELECTRIC LIGHT/POWER			80.07				

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Pay By Check Type: Paper Check 165 N ARCHER AVE 04/02-05/01/26								
7121200100-FY26								
0000030958	COMED	05/04/2026		3,523.14	0.00	Paid	Y	
	165 N ARCHER AVE 04/02-05/01/26	VJANKOWSKI					04/30/2026	
	294-294-47420.000 ELECTRIC LIGHT/POWER			3,523.14				
7201632000-FY26								
0000030959	COMED	05/07/2026		6,552.59	0.00	Paid	Y	
	1610 S MILWAUKEE TRMT FAC 04/07-05/06/26	VJANKOWSKI					04/30/2026	
	500-453-47420.000 ELECTRIC LIGHT/POWER			6,552.59				
7224200100-FY26								
0000030960	COMED	05/04/2026		77.51	0.00	Paid	Y	
	40 N SEYMOUR AVE 04/02-05/01/26	VJANKOWSKI					04/30/2026	
	100-103-47420.000 ELECTRIC LIGHT/POWER			77.51				
7308733000-FY26								
0000030961	COMED	05/04/2026		58.48	0.00	Paid	Y	
	1 TANK PL S RT176-RT60/83 04/02-05/01/26	VJANKOWSKI					04/30/2026	
	500-462-47420.000 ELECTRIC LIGHT/POWER			58.48				
7445292000-FY26								
0000030962	COMED	05/04/2026		93.21	0.00	Paid	Y	
	3585 GRND DOM LFT STN 1 04/02-05/01/26	VJANKOWSKI					04/30/2026	
	500-452-47420.000 ELECTRIC LIGHT/POWER			93.21				
7605022222-FY26								
0000030963	COMED	05/14/2026		54.85	0.00	Paid	Y	
	440 W CRYSTAL ST 04/14-05/13/26	VJANKOWSKI					04/30/2026	
	100-441-47420.000 ELECTRIC LIGHT/POWER			54.85				
8120233000-FY26								
0000030964	COMED	05/01/2026		85.60	0.00	Paid	Y	
	3332 EPSTEIN CR SIGN 04/02-05/01/26	VJANKOWSKI					04/30/2026	
	100-441-47420.000 ELECTRIC LIGHT/POWER			85.60				
8757793000-FY26								
0000030965	COMED	05/04/2026		1,350.41	0.00	Paid	Y	
	1601 W WINCHESTER 04/02-05/01/26	VJANKOWSKI					04/30/2026	
	500-462-47420.000 ELECTRIC LIGHT/POWER			1,350.41				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: Paper Check 555 N SEYMOUR AVE PARK 04/02-05/01/26								
8848282222-FY26								
0000030966	COMED	05/08/2026		44.19	0.00	Paid	Y	
	555 N SEYMOUR AVE PARK 04/02-05/01/26	VJANKOWSKI					04/30/2026	
	100-441-47420.000 ELECTRIC LIGHT/POWER			44.19				
9337142222-FY26								
0000030967	COMED	05/04/2026		105.89	0.00	Paid	Y	
	1 TANK PL PRSR VLVE 04/02-05/01/26	VJANKOWSKI					04/30/2026	
	500-462-47420.000 ELECTRIC LIGHT/POWER			105.89				
9630104000-FY26								
0000030968	COMED	05/04/2026		532.97	0.00	Paid	Y	
	396 W MAPLE AV LFT STN #2 04/02-05/01/26	VJANKOWSKI					04/30/2026	
	500-452-47420.000 ELECTRIC LIGHT/POWER			532.97				
9994082222-FY26								
0000030969	COMED	05/04/2026		318.79	0.00	Paid	Y	
	209 DUNTON CT 04/02-05/01/26	VJANKOWSKI					04/30/2026	
	500-462-47420.000 ELECTRIC LIGHT/POWER			318.79				
520849								
0000030973	REVGEAR SPORTS CO.	04/30/2026		2,189.10	0.00	Paid	Y	26-00850
	TACTICAL LE HIGH GEAR TRAINING SUIT - LA	VJANKOWSKI					04/30/2026	
	100-305-47121.000 GUNS AND ACCESSORIES			2,069.10				
	100-301-46910.000 FREIGHT			120.00				
217794809-04172								
0000030979	ENDEAVOR HEALTH OMEGA	04/17/2026		844.00	0.00	Paid	Y	
	NIPAS PHYSICAL FOR OFFICER REYES	VJANKOWSKI					04/30/2026	
	100-301-46499.000 PROFESSIONAL SERVICES			844.00				
T2620712								
0000030982	TECHNOLOGY MGMT REV FUND	05/18/2026		316.70	0.00	Paid	Y	26-00213
	LEADS CONNECTION 5/1/25 - 04/30/26	VJANKOWSKI					04/30/2026	
	100-301-47310.000 AMERITECH CHARGES			316.70				
38007								
0000030995	ACTION FENCE CONTRACTORS	05/19/2026		33,150.00	0.00	Paid	Y	26-00854
	GATE REPLACEMENT AT PUBLIC WORKS FACILIT	VJANKOWSKI					04/30/2026	
	100-000-34670.000 INS REIMBURSEMENTS			33,150.00				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: Paper Check 937 NW HOLCOMB 04/01-04/30/26								
5918017683								
0000031003	NORTH SHORE GAS CO. 937 NW HOLCOMB 04/01-04/30/26 500-452-47430.000	05/06/2026 VJANKOWSKI HEATING FUELS		93.74 93.74	0.00	Paid	Y 04/30/2026	
5919347547								
0000031004	NORTH SHORE GAS CO. 165 N ARCHER 04/01-04/30/26 294-294-47430.000	05/06/2026 VJANKOWSKI HEATING FUELS		891.76 891.76	0.00	Paid	Y 04/30/2026	
267212590								
0000031006	PACE ANALYTICAL SERVICES APRIL SAMPLES 500-462-46450.000	04/30/2026 VJANKOWSKI CHEMICAL ANALYSIS		2,185.00 2,185.00	0.00	Paid	Y 04/30/2026	26-01188
19079								
0000031012	RONDOUT SERVICE CENTER SAFETY LANE AMB 342 & 349 100-430-46642.000	01/29/2026 RPETERSON MT AMBULANCES		71.00 71.00	0.00	Paid	Y 04/30/2026	
20245								
0000031013	RONDOUT SERVICE CENTER SAFETY LANE AMB 343 & 345 100-430-46642.000	03/30/2026 RPETERSON MT AMBULANCES		71.00 71.00	0.00	Paid	Y 04/30/2026	
17381								
0000031014	RONDOUT SERVICE CENTER SAFETY LANE AMB 343 & 345 100-430-46642.000	09/25/2025 RPETERSON MT AMBULANCES		71.00 71.00	0.00	Paid	Y 04/30/2026	
16869								
0000031015	RONDOUT SERVICE CENTER SAFETY LANE AMB 349 & 342 100-430-46642.000	07/31/2025 RPETERSON MT AMBULANCES		71.00 71.00	0.00	Paid	Y 04/30/2026	
17773								
0000031016	RONDOUT SERVICE CENTER 100-430-46642.000	10/02/2025 RPETERSON MT AMBULANCES		35.50 35.50	0.00	Paid	Y 04/30/2026	

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: Paper Check 4% AMBULANCE BILLING SERVICE FEE								
APRIL26COLLECT								
0000031024	PARAMEDIC BILLING SERVICES	04/30/2026		30,037.19	0.00	Paid	Y	26-00431
	4% AMBULANCE BILLING SERVICE FEE	RPETERSON					04/30/2026	
	100-324-46418.000 AMBULANCE BILLING			30,037.19				
114-9064728-613								
0000031032	AMAZON CAPITAL SERVICES, INC.	04/28/2026		171.88	0.00	Paid	Y	
	BEAUTIFICATION TENTS	RPETERSON					04/30/2026	
	100-109-46899.000 MISC COMMUNITY SERVICE			171.88				
000141945								
0000031042	QUALITY FLAGS, INC	02/25/2026		483.75	0.00	Paid	Y	
	PARTS FOR FLAG POLE REPAIRS	RPETERSON					04/30/2026	
	100-427-47572.000 MT MTLS TRAIN STATION			483.75				
183823								
0000031049	ZUKOWSKI ROGERS FLOOD MCARDLE	05/21/2026		935.00	0.00	Paid	Y	
	LEGAL FEES - APRIL 2026 - 516 NORTH SEYM	RPETERSON					04/30/2026	
	100-240-46401.000 CORPORATE COUNSEL			935.00				
183824								
0000031050	ZUKOWSKI ROGERS FLOOD MCARDLE	05/21/2026		350.00	0.00	Paid	Y	
		RPETERSON					04/30/2026	
	630-000-27793.000 CONC 2025-002 - 540 N SEYMOUR			350.00				
183825								
0000031051	ZUKOWSKI ROGERS FLOOD MCARDLE	05/21/2026		2,887.50	0.00	Paid	Y	26-01219
	LEGAL FEES - APRIL 2024 - JOHN SOPATA LI	RPETERSON					04/30/2026	
	100-240-46401.000 CORPORATE COUNSEL			2,887.50				
183826								
0000031052	ZUKOWSKI ROGERS FLOOD MCARDLE	05/21/2026		7,040.00	0.00	Paid	Y	26-01220
	LEGAL FEES - APRIL 2026 - SCHOOL DISTRIC	RPETERSON					04/30/2026	
	100-240-46401.000 CORPORATE COUNSEL			7,040.00				
183827								
0000031053	ZUKOWSKI ROGERS FLOOD MCARDLE	05/21/2026		1,485.00	0.00	Paid	Y	
	LEGAL FEES - APRIL 2026 - 422 CHESTNUT	RPETERSON					04/30/2026	
	100-240-46401.000 CORPORATE COUNSEL			1,485.00				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: Paper Check EGR COOLER INTERNATIONAL MAX FORCE								
237990								
0000031071	BULLET PROOF DIESEL	04/16/2026		2,713.98	0.00	Paid	Y	26-01225
	EGR COOLER INTERNATIONAL MAX FORCE	VJANKOWSKI					04/30/2026	
	100-430-47526.000 MT MTLS DUMP TRUCKS			2,713.98				
237422CM								
0000031072	BULLET PROOF DIESEL	04/15/2026		(850.00)	0.00	Paid	Y	
	CORE CHARGE	VJANKOWSKI					04/30/2026	
	100-430-47526.000 MT MTLS DUMP TRUCKS			(850.00)				
L2605070178								
0000031084	T-MOBILE USA, INC.	05/07/2026		50.00	0.00	Paid	Y	
	TIME DIFFERENCE OF ARRIVAL	VJANKOWSKI					04/30/2026	
	100-304-46999.000 MISC OTHER SERVICES			50.00				
183820								
0000031097	ZUKOWSKI ROGERS FLOOD MCARDLE	05/21/2026		4,565.00	0.00	Paid	Y	26-01216
	LEGAL FEES - APRIL 2026 - BEELOW LITIGAT	VJANKOWSKI					04/30/2026	
	100-240-46401.000 CORPORATE COUNSEL			4,565.00				
183819								
0000031098	ZUKOWSKI ROGERS FLOOD MCARDLE	05/21/2026		9,250.00	0.00	Paid	Y	26-01217
	LEGAL FEES - APRIL 2026 - GENERAL CORPOR	VJANKOWSKI					04/30/2026	
	100-240-46401.000 CORPORATE COUNSEL			9,250.00				
183821								
0000031099	ZUKOWSKI ROGERS FLOOD MCARDLE	05/21/2026		1,430.00	0.00	Paid	Y	
	LEGAL FEES - APRIL 2026 - PERSONNEL	VJANKOWSKI					04/30/2026	
	100-240-46401.000 CORPORATE COUNSEL			1,430.00				
183822								
0000031100	ZUKOWSKI ROGERS FLOOD MCARDLE	05/21/2026		2,206.00	0.00	Paid	Y	26-01218
	LEGAL FEES - APRIL 2026 - BANK TRIANGLE	VJANKOWSKI					04/30/2026	
	100-240-46401.000 CORPORATE COUNSEL			2,206.00				
4485.041-11								
0000031106	GEWALT HAMILTON ASSOC INC	05/18/2026		6,183.75	0.00	Paid	Y	26-00243
	2025 (FY26) ON-CALL ENGINEERING SERVICES	VJANKOWSKI					04/30/2026	
	100-410-46410.000 CONSULTING SERVICES			5,928.75				
	630-000-27785.000 CONC 2020-002 PULTE			255.00				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: Paper Check 2025 (FY26) ON-CALL ENGINEERING SERVICES								
4485.042-4								
0000031107	GEWALT HAMILTON ASSOC INC	05/18/2026		2,982.85	0.00	Paid	Y	26-00243
	2025 (FY26) ON-CALL ENGINEERING SERVICES	VJANKOWSKI					04/30/2026	
	100-410-46410.000 CONSULTING SERVICES			2,982.85				
4485.474-10								
0000031108	GEWALT HAMILTON ASSOC INC	05/18/2026		2,259.75	0.00	Paid	Y	26-00499
	2026 (FY27) DESIGN ENGINEERING SERVICES	VJANKOWSKI					04/30/2026	
	210-442-48740.000 STREETS			2,259.75				
13812								
0000031150	MENARD, INC	02/26/2026		20.58	0.00	Paid	Y	
	HARDWARE FOR SIGN SHOP TRAILOR FY 2026	VJANKOWSKI					04/30/2026	
	500-462-47599.000 MISC MAINT MATERIALS			20.58				
INVC06821328								
0000030108	ALLDATA	05/01/2026		975.00	0.00	Paid	Y	
	ALLDATA SUBSCRIPTION	VJANKOWSKI					05/26/2026	
	100-430-46415.000 COMPUTER SOFTWARE SUPPORT			975.00				
MCC-ANNUAL FUND								
0000030372	MUNDELEIN COMMUNITY CONNECTION	05/01/2026		20,000.00	0.00	Paid	Y	27-01081
	2026/2027 ANNUAL FUNDING REQUEST	VJANKOWSKI					05/26/2026	
	100-201-46899.000 MISC COMMUNITY SERVICE			20,000.00				
SUMMERFEST 26								
0000030373	DAVID A. DINASO	05/01/2026		500.00	0.00	Paid	Y	
	SPRING INTO SUMMER - REPTILE SHOW	VJANKOWSKI					05/26/2026	
	100-109-46499.000 PROFESSIONAL SERVICES			500.00				
LCML DUES 26-27								
0000030409	LAKE COUNTY MUNICIPAL LEAGUE	03/16/2026		2,466.35	0.00	Paid	Y	27-01139
	2026 LAKE COUNTY MUNICIPAL LEAGUE DUES	VJANKOWSKI					05/26/2026	
	100-111-46304.000 LK CTY MUN LEAGUE DUES			2,466.35				
ICMA-26/27								
0000030528	ICMA MEMBERSHIP RENEWALS	04/30/2026		2,305.00	0.00	Paid	Y	27-01163
	ANNUAL ICMA MEMBERSHIP DUES	VJANKOWSKI					05/26/2026	
	100-201-46305.000 GUENTHER			1,200.00				
	100-201-46305.000 MONROE			1,105.00				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution		Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: Paper Check ANNUAL AGREEMENT TO USE THE PARKING LOT - 01.01.26 - 12.31.26									
FACILITYFEES26/									
0000030546	SANTA MARIA DEL POPOLO		04/30/2026		5,650.00	0.00	Paid	Y	27-01165
	ANNUAL AGREEMENT TO USE THE PARKING LOT		VJANKOWSKI					05/26/2026	
	100-103-46499.000	PROFESSIONAL SERVICES			5,650.00				
1HPY-CLF6-9PM6									
0000030586	AMAZON CAPITAL SERVICES, INC.		05/01/2026		99.68	0.00	Paid	Y	
			VJANKOWSKI					05/26/2026	
	100-281-47120.000	CLOTHING ALLOWANCE			99.68				
1XTV-JJGY-FFR1									
0000030587	AMAZON CAPITAL SERVICES, INC.		05/01/2026		19.78	0.00	Paid	Y	
	HOT PATCHER VOLTMETER		VJANKOWSKI					05/26/2026	
	100-430-47525.000	MT MTLS HEAVY EQUIPMENT			19.78				
030286									
0000030588	NAPA AUTO PARTS		05/01/2026		18.85	0.00	Paid	Y	
	AMB 349 OIL FILTER		VJANKOWSKI					05/26/2026	
	100-430-47522.000	MT MTLS AMBULANCES			18.85				
3412-287554									
0000030589	O'REILLY AUTOMOTIVE INC		05/01/2026		56.94	0.00	Paid	Y	
	LG TAHOE OIL		VJANKOWSKI					05/26/2026	
	100-430-47535.000	CONTRACTUAL FIRE PARTS			56.94				
993229									
0000030598	LANDCARE USA LLC		05/04/2026		23,358.00	0.00	Paid	Y	27-01092
	CONTRACTUAL LANDSCAPING AT VARIOUS VILLA		VJANKOWSKI					05/26/2026	
	100-441-46677.000	MT LANDSCAPING			14,949.12				
	100-427-46677.000	MT LANDSCAPING			2,055.50				
	500-462-46620.000	MT BUILDING & GROUNDS			2,989.82				
	500-453-46620.000	MT BUILDING & GROUNDS			3,363.56				
993228									
0000030599	LANDCARE USA LLC		05/04/2026		2,580.50	0.00	Paid	Y	27-01092
	CONTRACTUAL LANDSCAPING AT VARIOUS VILLA		VJANKOWSKI					05/26/2026	
	100-441-46677.000	MT LANDSCAPING			1,651.52				
	100-427-46677.000	MT LANDSCAPING			227.08				
	500-462-46620.000	MT BUILDING & GROUNDS			330.30				
	500-453-46620.000	MT BUILDING & GROUNDS			371.60				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: Paper Check 2026 IL LEAP CONFERENCE FOR WATSON								
2026-45								
0000030603	ILLINOIS LEAP	05/04/2026		375.00	0.00	Paid	Y	
	2026 IL LEAP CONFERENCE FOR WATSON	VJANKOWSKI					05/26/2026	
	100-301-46305.000 PROFESSIONAL DUES			375.00				
030419								
0000030634	NAPA AUTO PARTS	05/04/2026		150.99	0.00	Paid	Y	
	SQUAD 9 BRAKES	VJANKOWSKI					05/26/2026	
	100-430-47524.000 MT MTLS PATROL VEHICLES			150.99				
030436								
0000030635	NAPA AUTO PARTS	05/04/2026		16.64	0.00	Paid	Y	
	CAR 901 BRAKE HARDWARE	VJANKOWSKI					05/26/2026	
	100-430-47520.000 MT MTLS ADMIN VEHICLES			16.64				
030442								
0000030636	NAPA AUTO PARTS	05/04/2026		64.99	0.00	Paid	Y	
	TIRE LUBE	VJANKOWSKI					05/26/2026	
	100-430-47070.000 TOOLS/SUPPLIES			64.99				
030469								
0000030637	NAPA AUTO PARTS	05/04/2026		303.74	0.00	Paid	Y	
	CAR 901 CONTROL ARMS	VJANKOWSKI					05/26/2026	
	100-430-47520.000 MT MTLS ADMIN VEHICLES			303.74				
SIN14121046								
0000030639	LANDS' END BUSINESS OUTFITTERS	05/01/2026		56.66	0.00	Paid	Y	
	FINANCE CLOTHING ALLOWANCE	VJANKOWSKI					05/26/2026	
	100-231-47120.000 CLOTHING ALLOWANCE			56.66				
4051087								
0000030644	SMITHEREEN PEST MANAGEMNT	05/01/2026		614.00	0.00	Paid	Y	
	REGULARLY SCHEDULED PC SERVICE	VJANKOWSKI					05/26/2026	
	100-301-46620.000 MT BUILDING & GROUNDS			614.00				
10286020260401								
0000030669	MOTOROLA SOLUTIONS STARCOM21 NETWOR	05/01/2026		3,332.00	0.00	Paid	Y	27-01002
	STARCOM 21 USER AGREEMENT	VJANKOWSKI					05/26/2026	
	100-301-46415.000 COMPUTER SOFTWARE SUPPORT			3,332.00				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution		Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: Paper Check BOOT REIMBURSEMENT - OFFICER DEVORE									
DEVORE-050526									
0000030672	JAMES DEVORE		05/05/2026		180.14	0.00	Paid	Y	
	BOOT REIMBURSEMENT - OFFICER DEVORE		VJANKOWSKI					05/26/2026	
	100-305-47120.000	CLOTHING ALLOWANCE			180.14				
2026-1									
0000030677	MABAS DIVISION 4		03/09/2026		10,591.00	0.00	Paid	Y	27-01098
	2026 SRT & MABAS STATE & MABAS DIVISION		VJANKOWSKI					05/26/2026	
	100-324-46451.000	SPECIAL TEAM ASSESSMENT			6,884.00				
	100-321-46305.000	MABAS DIV 4 OPERATIONS DUES			300.00				
	100-321-46305.000	MABAS ILLINOIS ASSESSMENT - 2026			407.00				
	100-321-46305.000	MABAS DIV 4 CAPITAL PROGRAM			3,000.00				
1Y19-V7X3-9KPR									
0000030678	AMAZON CAPITAL SERVICES, INC.		05/05/2026		8.49	0.00	Paid	Y	
	OFFICE SUPPLIES		VJANKOWSKI					05/26/2026	
	500-462-47015.000	OFFICE SUPPLIES			8.49				
1TQ6-TX61-JPYD									
0000030679	AMAZON CAPITAL SERVICES, INC.		05/04/2026		31.98	0.00	Paid	Y	
	WWTP SUPPLIES		VJANKOWSKI					05/26/2026	
	500-453-47510.000	MT MTLS BLDGS & GROUNDS			31.98				
030524									
0000030680	NAPA AUTO PARTS		05/05/2026		16.99	0.00	Paid	Y	
	MS OIL FILTER WRENCH		VJANKOWSKI					05/26/2026	
	100-430-47061.000	MECHANIC'S TOOLS			16.99				
030562									
0000030681	NAPA AUTO PARTS		05/05/2026		56.98	0.00	Paid	Y	
	SQUAD 9 INSPECTION PARTS		VJANKOWSKI					05/26/2026	
	100-430-47524.000	MT MTLS PATROL VEHICLES			56.98				
030615									
0000030682	NAPA AUTO PARTS		05/05/2026		100.41	0.00	Paid	Y	
	TRUCK 429 BRAKE CONTROLLER		VJANKOWSKI					05/26/2026	
	100-430-47526.000	MT MTLS DUMP TRUCKS			100.41				
285022									
0000030683	GRAYSLAKE FEED SALES,INC.		05/06/2026		383.70	0.00	Paid	Y	
	SEED AND BLANKET FOR WATER BREAK RESTORA		VJANKOWSKI					05/26/2026	
	500-462-47599.000	MISC MAINT MATERIALS			383.70				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: Paper Check JET RODING FOR PHOSPHORUS								
3550								
0000030687	BEHM ENTERPRISES INC.	05/05/2026		1,000.00	0.00	Paid	Y	
	JET RODING FOR PHOSPHORUS	VJANKOWSKI					05/26/2026	
	500-453-46620.000 MT BUILDING & GROUNDS			1,000.00				
26052								
0000030689	ASSOCIATED GRAPHICS GROUP	05/05/2026		40.00	0.00	Paid	Y	
	BUSINESS CARDS FOR PSW ARROYO	VJANKOWSKI					05/26/2026	
	100-301-46441.000 PRINTING SERVICES			40.00				
0000561								
0000030690	IL TRUCK ENFORCEMENT ASSOCIATION	05/05/2026		385.00	0.00	Paid	Y	
	MIDWEST TRAFFIC SAFETY CONFERENCE FOR OF	VJANKOWSKI					05/26/2026	
	100-305-46340.000 CONV/SCHOOLS/MTGS			385.00				
24709								
0000030692	TKG ENVIRONMENTAL SRVCS GRP LLC	05/05/2026		8,967.50	0.00	Paid	Y	27-01089
	VILLAGE WIDE STREET SWEEPING (6 CYCLES),	VJANKOWSKI					05/26/2026	
	100-441-46670.000 MT ALL STREETS			8,967.50				
161311								
0000030694	J.G. UNIFORMS, INC	05/01/2026		445.66	0.00	Paid	Y	
	UNIFORMS OFFICER ALARCON	VJANKOWSKI					05/26/2026	
	100-305-47120.000 CLOTHING ALLOWANCE			445.66				
161312								
0000030695	J.G. UNIFORMS, INC	05/01/2026		1,061.26	0.00	Paid	Y	
	UNIFORMS - OFFICER MAGALLON	VJANKOWSKI					05/26/2026	
	100-305-47120.000 CLOTHING ALLOWANCE			1,061.26				
161316								
0000030696	J.G. UNIFORMS, INC	05/01/2026		111.30	0.00	Paid	Y	
	UNIFORM SHIRTS COMMANDER KISSELBURG	VJANKOWSKI					05/26/2026	
	100-305-47120.000 CLOTHING ALLOWANCE			111.30				
161317								
0000030697	J.G. UNIFORMS, INC	05/01/2026		190.40	0.00	Paid	Y	
	UNIFORM PANTS - CSO HARRIS	VJANKOWSKI					05/26/2026	
	100-303-47120.000 CLOTHING ALLOWANCE			190.40				

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Pay By Check Type: Paper Check AED PADS								
26-005-8208								
0000030702	SECOND CHANCE CARDIAC SOLUTIONS, IN AED PADS 100-305-47999.000	05/06/2026 VJANKOWSKI OTHER COMMODITIES		1,234.24 1,234.24	0.00	Paid	Y 05/26/2026	
1KVP-66HM-3JKR								
0000030705	AMAZON CAPITAL SERVICES, INC. CABLES FOR SCADA 500-453-47530.000	05/06/2026 VJANKOWSKI MT MTLS OTHER EQUIPMENT		149.65 149.65	0.00	Paid	Y 05/26/2026	
99872584								
0000030707	SAFETY-KLEEN SYSTEMS INC. BRAKE CLEANER SERVICE 100-430-46699.000	05/06/2026 VJANKOWSKI MISC MAINTENANCE SERVICE		229.05 229.05	0.00	Paid	Y 05/26/2026	
11DM-LHVL-6HP1								
0000030715	AMAZON CAPITAL SERVICES, INC. SUPPLIES FOR TRAINING ROOMS 100-321-47070.000	05/06/2026 VJANKOWSKI TOOLS/SUPPLIES		74.92 74.92	0.00	Paid	Y 05/26/2026	
1811								
0000030718	ELINEUP LLC ELINEUP PROFESSIONAL AND SUPPORT/MAINTEN 100-304-46999.000	03/16/2026 VJANKOWSKI MISC OTHER SERVICES		750.00 750.00	0.00	Paid	Y 05/26/2026	
2026-23								
0000030720	LAKE COUNTY MAJOR CRIMES TASK FORCE ANNUAL MEMBERSHIP ASSESSMENT - 2026 100-301-46305.000	05/04/2026 VJANKOWSKI PROFESSIONAL DUES		2,050.00 2,050.00	0.00	Paid	Y 05/26/2026	27-01162
19DR-XNW6-6MK7								
0000030729	AMAZON CAPITAL SERVICES, INC. OFFICE SUPPLIES 500-452-47015.000	05/07/2026 VJANKOWSKI OFFICE SUPPLIES		66.98 66.98	0.00	Paid	Y 05/26/2026	
250963								
0000030731	MIDWEST HOSE AND FITTINGS INC LOADER 451 HOSE 100-430-47525.000	05/01/2026 VJANKOWSKI MT MTLS HEAVY EQUIPMENT		54.60 54.60	0.00	Paid	Y 05/26/2026	

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Pay By Check Type: Paper Check BEAUTIFICATION SUPPLIES								
1PYL-NPHT-7TY7								
0000030733	AMAZON CAPITAL SERVICES, INC.	05/07/2026		9.99	0.00	Paid	Y	
	BEAUTIFICATION SUPPLIES	VJANKOWSKI					05/26/2026	
	100-109-46899.000 MISC COMMUNITY SERVICE			9.99				
1903999016546								
0000030734	INTERSTATE ALL BATTERY CENTER	05/07/2026		336.60	0.00	Paid	Y	
	BATTERIES	VJANKOWSKI					05/26/2026	
	100-323-47070.000 TOOLS/SUPPLIES			336.60				
10285920260401								
0000030735	MOTOROLA SOLUTIONS STARCOM21 NETWOR	05/01/2026		2,233.00	0.00	Paid	Y	27-01095
	MAY 2026 - STARCOM RADIOS MONTHLY SERVIC	VJANKOWSKI					05/26/2026	
	100-323-47351.000 STARCOMM RADIO MONTHLY FEE			2,233.00				
4485182								
0000030753	ZOLL MEDICAL CORPORATION	05/01/2026		119.60	0.00	Paid	Y	
	CPR PADS FOR MONITORS	VJANKOWSKI					05/26/2026	
	100-324-47040.000 TRAUMA UNIT SUPPLIES			119.60				
PARADE-070526								
0000030754	CHICAGO METROPOLITAN BRASS ENSEMBLE	05/05/2026		1,700.00	0.00	Paid	Y	
	MCD 2026 PARADE PARTICIPANT	VJANKOWSKI					05/26/2026	
	100-103-46499.000 PROFESSIONAL SERVICES			1,700.00				
PARADE-070526								
0000030755	LAKE COUNTY MOUNTED POSSE	05/05/2026		550.00	0.00	Paid	Y	
	MCD 2026 PARADE PARTICIPANT	VJANKOWSKI					05/26/2026	
	100-103-46499.000 PROFESSIONAL SERVICES			550.00				
3412-288064								
0000030766	O'REILLY AUTOMOTIVE INC	05/06/2026		113.88	0.00	Paid	Y	
	TRUCK 430 ENGINE OIL	VJANKOWSKI					05/26/2026	
	100-430-47526.000 MT MTLS DUMP TRUCKS			113.88				
030861								
0000030767	NAPA AUTO PARTS	05/07/2026		45.77	0.00	Paid	Y	
	AMB 345 BACKUP ALARM	VJANKOWSKI					05/26/2026	
	100-430-47522.000 MT MTLS AMBULANCES			45.77				

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Pay By Check Type: Paper Check OXYGEN FOR BOTH STATIONS								
56599917								
0000030768	LINDE GAS & EQUIPMENT INC	05/08/2026		136.25	0.00	Paid	Y	
	OXYGEN FOR BOTH STATIONS	VJANKOWSKI					05/26/2026	
	100-324-47040.000 TRAUMA UNIT SUPPLIES			136.25				
13-2843-09								
0000030769	L.E.A DATA TECHNOLOGIES	05/07/2026		108.00	0.00	Paid	Y	
	TRAINING DATABASE UPGRADE	VJANKOWSKI					05/26/2026	
	100-305-47011.000 SOFTWARE			100.00				
	100-301-46910.000 FREIGHT			8.00				
1C7J-TY3C-MJJJ								
0000030773	AMAZON CAPITAL SERVICES, INC.	05/08/2026		25.98	0.00	Paid	Y	
	WWTP EQUIPMENT	VJANKOWSKI					05/26/2026	
	500-453-47530.000 MT MTLS OTHER EQUIPMENT			25.98				
1LJ4-JWPR-N3YC								
0000030774	AMAZON CAPITAL SERVICES, INC.	05/08/2026		17.95	0.00	Paid	Y	
	WWTP EQUIPMENT	VJANKOWSKI					05/26/2026	
	500-453-47530.000 MT MTLS OTHER EQUIPMENT			17.95				
1081								
0000030775	IL POLICE ACCREDITATION COALITION	05/08/2026		100.00	0.00	Paid	Y	
	IPAC MEMBERSHIP DUES	VJANKOWSKI					05/26/2026	
	100-301-46305.000 PROFESSIONAL DUES			100.00				
444								
0000030781	NORTHEASTERN IL REGIONAL	05/01/2026		50,340.00	0.00	Paid	Y	27-01009
	2026/2027 MEMBERSHIP ASSESSMENT AND MAIN	VJANKOWSKI					05/26/2026	
	100-301-46423.000 NO IL CRIME LAB			50,340.00				
208211								
0000030783	LAKELAND/LARSEN ELEVATOR CORP	05/01/2026		466.00	0.00	Paid	Y	
	QUARTERLY ELEVATOR MAINTENANCE	VJANKOWSKI					05/26/2026	
	100-301-46620.000 MT BUILDING & GROUNDS			466.00				
DUES 0726-0627								
0000030784	ILCMA/NORTHERN IL UNIVERSITY CGS	05/11/2026		492.91	0.00	Paid	Y	
		VJANKOWSKI					05/26/2026	
	100-201-46305.000 PROFESSIONAL DUES			492.91				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: Paper Check SIGN BOARD 498 BATTERIES								
030948								
0000030785	NAPA AUTO PARTS	05/08/2026		744.04	0.00	Paid	Y	
	SIGN BOARD 498 BATTERIES	VJANKOWSKI					05/26/2026	
	100-430-47525.000 MT MTLS HEAVY EQUIPMENT			744.04				
48672								
0000030787	MENARD, INC	05/05/2026		33.96	0.00	Paid	Y	
	WWTP SUPPLIES	VJANKOWSKI					05/26/2026	
	500-453-47510.000 MT MTLS BLDGS & GROUNDS			33.96				
55507								
0000030790	PETER BAKER & SON CO.	05/11/2026		2,097.82	0.00	Paid	Y	27-01088
	ASPHALT FOR ROAD PATCHING	VJANKOWSKI					05/26/2026	
	100-441-47543.000 MT MTLS BITUMINOUS PATCH			2,097.82				
INV-93718								
0000030795	FLOCK GROUP INC	05/07/2026		30,000.00	0.00	Paid	Y	27-01004
	ANNUAL FLOCK CAMERA SUBSCRIPTION	VJANKOWSKI					05/26/2026	
	100-305-47011.000 SOFTWARE			30,000.00				
INV-56658								
0000030798	SIGNS NOW MUNDELEIN	05/11/2026		50.00	0.00	Paid	Y	
	NEW NAMEPLATES - LM & TJ	VJANKOWSKI					05/26/2026	
	100-111-47099.000 MISC SUPPLIES			50.00				
202176								
0000030799	HR GREEN COMPANY	05/11/2026		322.98	0.00	Paid	Y	
	ROUTINE BRIDGE INSPECTION AND COST ESTIM	VJANKOWSKI					05/26/2026	
	100-410-46410.000 CONSULTING SERVICES			322.98				
35533946-01								
0000030811	GRIMCO, INC	05/11/2026		600.00	0.00	Paid	Y	
	INK FOR SIGN SHOP PRINTERS	VJANKOWSKI					05/26/2026	
	100-441-47547.000 MT MTLS SIGNS			600.00				
06012026								
0000030818	BESTCO UA	06/01/2026		12,823.20	0.00	Paid	Y	27-01128
	JUNE 2026 BENISTAR INS	VJANKOWSKI					05/26/2026	
	100-000-26080.000 HEALTH INSURANCE PAYABLE			12,823.20				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: Paper Check								
26-0952								
0000030825	THOMPSON ELEVATOR INSPECTION SERV.	05/12/2026		358.00	0.00	Paid	Y	
		VJANKOWSKI					05/26/2026	
	100-281-46511.000 ELEVATOR INSPECTION			358.00				
26-0922								
0000030828	THOMPSON ELEVATOR INSPECTION SERV.	05/06/2026		430.00	0.00	Paid	Y	
		VJANKOWSKI					05/26/2026	
	100-281-46511.000 ELEVATOR INSPECTION			430.00				
PD-AHO 051226								
0000030837	JOAN VASQUEZ	05/12/2026		150.00	0.00	Paid	Y	
	AHO SERVICES - 05-12-26	VJANKOWSKI					05/26/2026	
	100-301-46499.000 PROFESSIONAL SERVICES			150.00				
161889								
0000030838	J.G. UNIFORMS, INC	05/12/2026		1,837.57	0.00	Paid	Y	
	UNIFORMS FOR OFFICER MAGALLON	VJANKOWSKI					05/26/2026	
	100-305-47120.000 CLOTHING ALLOWANCE			1,837.57				
161890								
0000030839	J.G. UNIFORMS, INC	05/12/2026		1,585.15	0.00	Paid	Y	
	UNIFORMS FOR OFFICER ALARCON	VJANKOWSKI					05/26/2026	
	100-305-47120.000 CLOTHING ALLOWANCE			1,585.15				
1NHV-JXVH-X1YX								
0000030633	AMAZON CAPITAL SERVICES, INC.	05/04/2026		1,736.61	0.00	Paid	Y	
	IT EQUIPTMENT FOR VH	VJANKOWSKI					06/08/2026	
	100-202-47502.000 MT MTLS COMPUTER EQUIP			1,736.61				
6312077								
0000030656	MGN LOCK-KEY & SAFES INC.	05/05/2026		218.00	0.00	Paid	Y	
		VJANKOWSKI					06/08/2026	
	100-281-46410.000 CONSULTING SERVICES			218.00				
1C41-TXN6-CH7G								
0000030714	AMAZON CAPITAL SERVICES, INC.	05/06/2026		360.46	0.00	Paid	Y	
	MPW OPEN HOUSE GIVEAWAY ITEMS	VJANKOWSKI					06/08/2026	
	100-420-46899.000 MISC COMMUNITY SERVICE			360.46				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: Paper Check PHONES & SDWAN VILLAGE BUILDINGS								
497387								
0000030716	COMCAST BUSINESS-MASERGY COMMUNICAT	05/01/2026		5,705.75	0.00	Paid	Y	27-01206
	PHONES & SDWAN VILLAGE BUILDINGS	VJANKOWSKI					06/08/2026	
	100-260-48410.000 COMPUTER EQUIPMENT			5,705.75				
I62585								
0000030751	FLOOD'S ROYAL FLUSH INC	05/30/2026		325.00	0.00	Paid	Y	
	PORT OF POTTIES FOR SPRING INTO SUMMER	VJANKOWSKI					06/08/2026	
	100-109-46899.000 MISC COMMUNITY SERVICE			325.00				
96509876								
0000030764	TERMINIX ANDERSON	05/07/2026		257.73	0.00	Paid	Y	
	PEST CONTROL	VJANKOWSKI					06/08/2026	
	100-420-46620.000 MT BUILDING & GROUNDS			257.73				
6312096								
0000030776	MGN LOCK-KEY & SAFES INC.	05/08/2026		100.00	0.00	Paid	Y	
	LIGHTED CROSSWALK NEW DOOR LOCK	VJANKOWSKI					06/08/2026	
	100-420-46899.000 MISC COMMUNITY SERVICE			100.00				
378130								
0000030792	PADDOCK PUBLICATIONS INC.	05/11/2026		115.00	0.00	Paid	Y	
	LEGAL NOTICE - PZ2026-0004	VJANKOWSKI					06/08/2026	
	100-203-46901.000 ADVERTISING			115.00				
HORCHER-050426								
0000030803	THERESA HORCHER	05/04/2026		70.00	0.00	Paid	Y	
	REIMBURSEMENT	VJANKOWSKI					06/08/2026	
	100-000-32110.000 LANDLORD REGISTRATION			70.00				
1K6J-XF1X-NFK1								
0000030806	AMAZON CAPITAL SERVICES, INC.	05/11/2026		682.52	0.00	Paid	Y	
	ELECTRICAL SUPPLIES FOR EVENTS	VJANKOWSKI					06/08/2026	
	100-420-47510.000 MT MTLS BLDGS & GROUNDS			682.52				
11GN-1DKP-DWMY								
0000030809	AMAZON CAPITAL SERVICES, INC.	05/11/2026		65.94	0.00	Paid	Y	
	TV STANDS FOR OPEN HOUISE	VJANKOWSKI					06/08/2026	
	100-420-46899.000 MISC COMMUNITY SERVICE			65.94				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution		Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: Paper Check TV FULL MOTION MOUNT									
1XNC-YDQ9-PXXJ									
0000030810	AMAZON CAPITAL SERVICES, INC.		05/11/2026		109.60	0.00	Paid	Y	
	TV FULL MOTION MOUNT		VJANKOWSKI					06/08/2026	
	100-420-47510.000	MT MTLS BLDGS & GROUNDS			109.60				
1K4D-7C1T-CC3V									
0000030823	AMAZON CAPITAL SERVICES, INC.		05/12/2026		33.85	0.00	Paid	Y	
	COFFEE CLUB SUPPLIES		VJANKOWSKI					06/08/2026	
	100-201-46340.000	CONV/SCHOOLS/MTGS			33.85				
1.50.26									
0000030829	SB FRIEDMAN DEV. ADVISORS, LLC		05/12/2026		2,981.00	0.00	Paid	Y	27-00997
	TIF II ADMINISTRATION CONSULTATION - APR		VJANKOWSKI					06/08/2026	
	340-264-46999.000	MISC OTHER SERVICES			2,981.00				
1.51.26									
0000030830	SB FRIEDMAN DEV. ADVISORS, LLC		05/12/2026		3,380.00	0.00	Paid	Y	27-00998
	TIF III ADMINISTRATION CONSULTATION - AP		VJANKOWSKI					06/08/2026	
	341-265-46999.000	MISC OTHER SERVICES			3,380.00				
1.52.26									
0000030831	SB FRIEDMAN DEV. ADVISORS, LLC		05/12/2026		1,633.50	0.00	Paid	Y	27-00999
	TIF IV ADMINISTRATION CONSULTATION - APR		VJANKOWSKI					06/08/2026	
	342-266-46999.000	MISC OTHER SERVICES			1,633.50				
40293									
0000030834	THE PRINTING FACTORY		05/12/2026		300.00	0.00	Paid	Y	
	BUSINESS CARDS		VJANKOWSKI					06/08/2026	
	100-101-46499.000	PROFESSIONAL SERVICES			75.00				
	100-201-46999.000	MISC OTHER SERVICES			225.00				
16FD-JCMF-FH4Y									
0000030835	AMAZON CAPITAL SERVICES, INC.		05/12/2026		7.50	0.00	Paid	Y	
	NAME PLATE HOLDER		VJANKOWSKI					06/08/2026	
	100-111-47099.000	MISC SUPPLIES			7.50				
437									
0000030845	PRAIRIE ST CYCLING SERIES LLC		05/11/2026		3,000.00	0.00	Paid	Y	27-01232
	2026 MUNDELEIN GRAND PRIX HOSTING FEES		VJANKOWSKI					06/08/2026	
	630-000-27840.000	INSTALLMENT PAYMENT 2			3,000.00				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: Paper Check JOB AD COMMUNICATIONS MANAGER								
6987								
0000030847	ILCMA/NORTHERN IL UNIVERSITY CGS	05/12/2026		50.00	0.00	Paid	Y	
	JOB AD COMMUNICATIONS MANAGER	VJANKOWSKI					06/08/2026	
	100-205-46901.000 ADVERTISING			50.00				
1K4D-7C1T-LCM4								
0000030858	AMAZON CAPITAL SERVICES, INC.	05/12/2026		132.00	0.00	Paid	Y	
	METRA ILLINOIS STATE FLAG POLE REPAIR	VJANKOWSKI					06/08/2026	
	100-427-47510.000 MT MTLS BLDGS & GROUNDS			132.00				
031274								
0000030860	NAPA AUTO PARTS	05/12/2026		29.48	0.00	Paid	Y	
	SQUAD AIR FILTERS	VJANKOWSKI					06/08/2026	
	100-430-47524.000 MT MTLS PATROL VEHICLES			29.48				
S2167049.001								
0000030865	CONNEXION	05/08/2026		218.01	0.00	Paid	Y	
	VH OUTSIDE ELEC OUTLET BOX UPDATES	VJANKOWSKI					06/08/2026	
	100-420-47510.000 MT MTLS BLDGS & GROUNDS			218.01				
26-0975								
0000030866	THOMPSON ELEVATOR INSPECTION SERV.	05/13/2026		430.00	0.00	Paid	Y	
		VJANKOWSKI					06/08/2026	
	100-281-46511.000 ELEVATOR INSPECTION			430.00				
1V4Q-CCY3-FRMX								
0000030867	AMAZON CAPITAL SERVICES, INC.	05/13/2026		42.73	0.00	Paid	Y	
	EYE GLASS CLEANER	VJANKOWSKI					06/08/2026	
	500-462-47070.000 TOOLS/SUPPLIES			42.73				
13CK-FD6G-DKQV								
0000030868	AMAZON CAPITAL SERVICES, INC.	05/13/2026		95.91	0.00	Paid	Y	
	REPLACEMENT INK FOR SIGN SHOP PRINTER	VJANKOWSKI					06/08/2026	
	100-441-47547.000 MT MTLS SIGNS			95.91				
P10699								
0000030869	JOE JOHNSON EQUIP LLC-DBA STANDARD	05/13/2026		791.89	0.00	Paid	Y	
	VAC 553 RODDER PUMP BALL VALVE	VJANKOWSKI					06/08/2026	
	500-452-47525.000 MT MTLS HEAVY EQUIPMENT			791.89				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: Paper Check WINDOW TINT FOR THE DIRECTORS OFFICE WINDOWS								
1CF7-VJ1J-G6QY								
0000030870	AMAZON CAPITAL SERVICES, INC.	05/13/2026		177.36	0.00	Paid	Y	
	WINDOW TINT FOR THE DIRECTORS OFFICE WIN	VJANKOWSKI					06/08/2026	
	100-420-47510.000 MT MTLS BLDGS & GROUNDS			177.36				
650112								
0000030873	LAKE CONSOLIDATED EMERGENCY COMMUNI	05/01/2026		43,398.75	0.00	Paid	Y	27-01094
	DISPATCH SERVICE FEE FOR FIRE DEPARTMENT	VJANKOWSKI					06/08/2026	
	100-321-46499.000 LAKECOMM DISPATCH FEE			43,398.75				
650113								
0000030874	LAKE CONSOLIDATED EMERGENCY COMMUNI	05/01/2026		171,380.25	0.00	Paid	Y	27-01012
	ANNUAL SOFTWARE AND SUPPORT	VJANKOWSKI					06/08/2026	
	100-301-46499.000 MISC OTHER SERVICES			171,380.25				
111J-9R6Q-WTNL								
0000030876	AMAZON CAPITAL SERVICES, INC.	05/14/2026		34.29	0.00	Paid	Y	
	WWTP SUPPLIES	VJANKOWSKI					06/08/2026	
	500-453-47510.000 MT MTLS BLDGS & GROUNDS			34.29				
1MGN-LGPC-1HWQ								
0000030884	AMAZON CAPITAL SERVICES, INC.	05/14/2026		76.85	0.00	Paid	Y	
	COFFEE AND SUGAR	VJANKOWSKI					06/08/2026	
	100-430-47070.000 TOOLS/SUPPLIES			76.85				
1WNK-TF1F-C43G								
0000030890	AMAZON CAPITAL SERVICES, INC.	05/14/2026		84.03	0.00	Paid	Y	
	USB DRIVES FOR IT & ADAPTER	VJANKOWSKI					06/08/2026	
	100-202-47012.000 COMPUTER SUPPLIES			84.03				
6316								
0000030891	CASEBOOK PBC	05/15/2026		1,496.50	0.00	Paid	Y	
	SOCIAL SERVICES DATABASE	VJANKOWSKI					06/08/2026	
	100-301-46415.000 COMPUTER SOFTWARE SUPPORT			1,496.50				
7422507								
0000030892	HAWKINS, INC	05/14/2026		1,143.00	0.00	Paid	Y	
	SODIUM THIOSULFATE 30%	VJANKOWSKI					06/08/2026	
	500-453-47051.000 TERTIARY TREATMENT			1,143.00				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: Paper Check ULI SPRING MEETING - NASHVILLE - AMANDA								
ORENCHUK-051226								
0000030896	AMANDA ORENCHUK	05/12/2026		115.26	0.00	Paid	Y	
	ULI SPRING MEETING - NASHVILLE - AMANDA	VJANKOWSKI					06/08/2026	
	100-203-46340.000	CONV/SCHOOLS/MTGS		115.26				
271038705								
0000030905	COMCAST	05/15/2026		10,541.06	0.00	Paid	Y	
	COMCAST FIBER INTERNET SERVICE	VJANKOWSKI					06/08/2026	
	100-202-47310.000	AMERITECH CHARGES		10,541.06				
001039172								
0000030906	CLARKE ENVIRONMENTAL MOSQUITO MGMT.	05/15/2026		14,713.50	0.00	Paid	Y	27-01083
	2026 MOSQUITO ABATEMENT PROGRAM	VJANKOWSKI					06/08/2026	
	100-410-46803.000	MOSQUITO ABATEMENT		14,713.50				
49119								
0000030913	MENARD, INC	05/15/2026		43.61	0.00	Paid	Y	
	WWTP SUPPLIES	VJANKOWSKI					06/08/2026	
	500-453-47510.000	MT MTLS BLDGS & GROUNDS		43.61				
49064								
0000030914	MENARD, INC	05/14/2026		40.27	0.00	Paid	Y	
	WWTP SUPPLIES	VJANKOWSKI					06/08/2026	
	500-453-47510.000	MT MTLS BLDGS & GROUNDS		40.27				
49036								
0000030915	MENARD, INC	05/13/2026		13.47	0.00	Paid	Y	
	OPEN HOUSE BG BOARD	VJANKOWSKI					06/08/2026	
	100-420-46899.000	MISC COMMUNITY SERVICE		13.47				
12105								
0000030916	BIOTRIAD ENVIRONMENTAL	05/13/2026		2,115.84	0.00	Paid	Y	27-01199
	ODOR CONTROL	VJANKOWSKI					06/08/2026	
	500-453-47080.000	CHEMICAL SUPPLIES		2,115.84				
1NXY-4FCD-6HLJ								
0000030918	AMAZON CAPITAL SERVICES, INC.	05/15/2026		(31.98)	0.00	Paid	Y	
	RETURN	VJANKOWSKI					06/08/2026	
	500-453-47510.000	MT MTLS BLDGS & GROUNDS		(31.98)				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted	PO Number / Post Date
Pay By Check Type: Paper Check ASPHALT FOR ROAD PATCHING								
55686								
0000030919	PETER BAKER & SON CO.	05/18/2026		242.78	0.00	Paid	Y	27-01088
	ASPHALT FOR ROAD PATCHING	VJANKOWSKI						06/08/2026
	100-441-47543.000 MT MTLS BITUMINOUS PATCH			242.78				
6312127								
0000030928	MGN LOCK-KEY & SAFES INC.	05/18/2026		11.00	0.00	Paid	Y	
	TRUCK 437 DUPLICATE KEYS	VJANKOWSKI						06/08/2026
	100-430-47526.000 MT MTLS DUMP TRUCKS			11.00				
112P360621								
0000030929	CIT TRUCKS LLC	05/18/2026		77.82	0.00	Paid	Y	
	LG T55 TURBO GASKETS	VJANKOWSKI						06/08/2026
	100-430-47535.000 CONTRACTUAL FIRE PARTS			77.82				
6923								
0000030931	IVANHOE NURSERY	05/14/2026		150.00	0.00	Paid	Y	
	TREE FOR ARBOR DAY AT WASHINGTON SCHOOL	VJANKOWSKI						06/08/2026
	100-441-46676.000 MT TREES			150.00				
401494732								
0000030932	XYLEM WATER SOLUTIONS	05/11/2026		882.16	0.00	Paid	Y	
	PUMP 554 AND 547 REED VALVE KITS	VJANKOWSKI						06/08/2026
	500-452-47525.000 MT MTLS HEAVY EQUIPMENT			441.08				
	500-453-47525.000 MT MTLS HEAVY EQUIPMENT			441.08				
0104565-IN								
0000030935	LESTER'S MATERIAL SERVICE	05/06/2026		900.00	0.00	Paid	Y	
	TOP SOIL FOR RESTORATIONS	VJANKOWSKI						06/08/2026
	500-462-47599.000 MISC MAINT MATERIALS			900.00				
177M-C3G4-FHJL								
0000030941	AMAZON CAPITAL SERVICES, INC.	05/18/2026		14.00	0.00	Paid	Y	
	TRUCK 431 SOCKET	VJANKOWSKI						06/08/2026
	100-430-47526.000 MT MTLS DUMP TRUCKS			14.00				
21050								
0000030943	NCC PETERSON PRODUCTS	05/14/2026		528.00	0.00	Paid	Y	
	GRAVEL	VJANKOWSKI						06/08/2026
	500-462-47544.000 MT MTLS GRAVEL			528.00				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted	PO Number / Post Date
Pay By Check Type: Paper Check SHIELD, SHIELD CARRY BAG AND SIMS								
I1826719								
0000030971	STREICHER'S INC	05/12/2026		960.00	0.00	Paid	Y	27-01171
	SHIELD, SHIELD CARRY BAG AND SIMS	VJANKOWSKI						06/08/2026
	100-305-47121.000	FORCE-ON-FORCE 9MM MARKING ROUND GREEN		930.00				
	100-301-46910.000	FREIGHT		30.00				
2026-1								
0000030972	LAKE CO MAJOR CRASH ASSIST TEAM	05/19/2026		500.00	0.00	Paid	Y	
	MCAT ANNUAL MEMBERSHIP FEE	VJANKOWSKI						06/08/2026
	100-301-46305.000	PROFESSIONAL DUES		500.00				
LQ03460128								
0000030974	GFL ENVIRONMENTAL SERVICES USA. INC	05/19/2026		97.46	0.00	Paid	Y	
	WASTE OIL DISPOSAL	VJANKOWSKI						06/08/2026
	100-430-47080.000	CHEMICAL SUPPLIES		97.46				
7N004047								
0000030976	IL DEPT OF AGRICULTURE	05/19/2026		1,200.00	0.00	Paid	Y	
	DEVICE INSPECTION TALLY FOR THE SCALES	VJANKOWSKI						06/08/2026
	100-301-46499.000	PROFESSIONAL SERVICES		1,200.00				
6924								
0000030977	IVANHOE NURSERY	05/14/2026		9,720.00	0.00	Paid	Y	27-01198
	REPLACE 27 PARKWAY TREES THROUGHOUT THE	VJANKOWSKI						06/08/2026
	100-441-46676.000	MT TREES		9,720.00				
ARBJ033863								
0000030978	BATTERY JUNCTION WHOLESALE	05/12/2026		222.81	0.00	Paid	Y	
	BATTERIES	VJANKOWSKI						06/08/2026
	100-305-47121.000	GUNS AND ACCESSORIES		208.58				
	100-301-46910.000	FREIGHT		14.23				
2479258								
0000030980	RAY O'HERRON CO.	05/15/2026		23.49	0.00	Paid	Y	
	UNIFORM ITEMS FOR OFFICER MAGALLON	VJANKOWSKI						06/08/2026
	100-305-47120.000	CLOTHING ALLOWANCE		23.49				
2479257								
0000030981	RAY O'HERRON CO.	05/15/2026		33.48	0.00	Paid	Y	
	UNIFORM ITEMS FOR OFFICER ALARCON	VJANKOWSKI						06/08/2026
	100-305-47120.000	CLOTHING ALLOWANCE		23.49				
	100-301-46910.000	FREIGHT		9.99				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: Paper Check HARD HATS FOR TRUCK 646								
1Q4Q-JLVT-6HG3								
0000030983	AMAZON CAPITAL SERVICES, INC.	05/19/2026		423.87	0.00	Paid	Y	
	HARD HATS FOR TRUCK 646	VJANKOWSKI					06/08/2026	
	100-420-47510.000			423.87				
1H1T-R4CC-GXHX								
0000030984	AMAZON CAPITAL SERVICES, INC.	05/18/2026		566.98	0.00	Paid	Y	
	POWER BOX FOR EVENTS	VJANKOWSKI					06/08/2026	
	100-420-46899.000	MISC COMMUNITY SERVICE		566.98				
17X3-WQ3R-JJYC								
0000030985	AMAZON CAPITAL SERVICES, INC.	05/19/2026		69.95	0.00	Paid	Y	
	COFFEE	VJANKOWSKI					06/08/2026	
	500-462-47015.000	OFFICE SUPPLIES		69.95				
144P-VM9N-JJVP								
0000030986	AMAZON CAPITAL SERVICES, INC.	05/18/2026		54.87	0.00	Paid	Y	
	WINDOW FILM FOR PW OFFICE	VJANKOWSKI					06/08/2026	
	100-420-47510.000	MT MTLS BLDGS & GROUNDS		54.87				
1P7R-N3DH-6WJW								
0000030990	AMAZON CAPITAL SERVICES, INC.	05/19/2026		23.18	0.00	Paid	Y	
	WWTP SUPPLIES	VJANKOWSKI					06/08/2026	
	500-453-47510.000	MT MTLS BLDGS & GROUNDS		23.18				
26545								
0000030991	ACS ENTERPRISES, INC	05/14/2026		1,909.85	0.00	Paid	Y	
	FILTERS FOR VILLAGE FACILITIES	VJANKOWSKI					06/08/2026	
	100-420-46620.000	MT BUILDING & GROUNDS		1,909.85				
26-0993								
0000030994	THOMPSON ELEVATOR INSPECTION SERV.	05/19/2026		100.00	0.00	Paid	Y	
		VJANKOWSKI					06/08/2026	
	100-281-46511.000	ELEVATOR INSPECTION		100.00				
1RHF-GR7Y-DG71								
0000031005	AMAZON CAPITAL SERVICES, INC.	05/19/2026		36.08	0.00	Paid	Y	
	COMPUTER CABLE	VJANKOWSKI					06/08/2026	
	100-430-47012.000	COMPUTER SUPPLIES		36.08				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: Paper Check TRUCK 604 FRONT END PARTS								
032007								
0000031007	NAPA AUTO PARTS	05/19/2026		222.40	0.00	Paid	Y	
	TRUCK 604 FRONT END PARTS	RPETERSON					06/08/2026	
	100-430-47528.000 MT MTLS PICK-UP TRUCK			222.40				
65215884								
0000031008	CONSERV FS, INC	05/20/2026		127.50	0.00	Paid	Y	
	FERTILIZER FOR PARKWAY TREE PLANTINGS	RPETERSON					06/08/2026	
	100-441-46676.000 MT TREES			127.50				
112P361163								
0000031011	CIT TRUCKS LLC	05/20/2026		941.28	0.00	Paid	Y	
	ENG 317 NOX SENSOR AND U JOINT	RPETERSON					06/08/2026	
	100-430-47523.000 MT MTLS FIRE APPARATUS			941.28				
904214957								
0000031017	STATE INDUSTRIAL PRODUCTS	05/19/2026		685.13	0.00	Paid	Y	
	CLEANING CHEMICALS	RPETERSON					06/08/2026	
	100-321-47030.000 JANITORIAL SUPPLIES			685.13				
SI735827								
0000031019	DLT SOLUTIONS, LLC	05/20/2026		1,472.00	0.00	Paid	Y	27-01136
	DESKTOP AUTHORITY PROFESSIONAL PER SEAT	RPETERSON					06/08/2026	
	100-202-46415.000 COMPUTER SOFTWARE SUPPORT			1,472.00				
S2169498.001								
0000031020	CONNEXION	05/19/2026		539.32	0.00	Paid	Y	
	SUPPLIES FOR PW SHOP	RPETERSON					06/08/2026	
	100-420-47510.000 MT MTLS BLDGS & GROUNDS			539.32				
18004409								
0000031021	BRECHBUHLER SCALES, INC.	05/20/2026		240.00	0.00	Paid	Y	
	FLAT RATE SCALE RECERTIFICATION	RPETERSON					06/08/2026	
	100-301-46499.000 PROFESSIONAL SERVICES			240.00				
112P361241								
0000031023	CIT TRUCKS LLC	05/20/2026		(40.10)	0.00	Paid	Y	
	RETURN	RPETERSON					06/08/2026	
	100-430-47523.000 MT MTLS FIRE APPARATUS			(40.10)				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: Paper Check ELEVATOR PRESSURE TEST QEI FEES								
208571								
0000031026	LAKELAND/LARSEN ELEVATOR CORP	05/01/2026		275.00	0.00	Paid	Y	
	ELEVATOR PRESSURE TEST QEI FEES	RPETERSON					06/08/2026	
	100-321-46620.000 MT BUILDING & GROUNDS			275.00				
5176								
0000031027	GIANT MAINTENANCE & RESTORATION	05/20/2026		14,620.00	0.00	Paid	Y	27-01170
	PAINTING OF FIRE HYDRANTS	RPETERSON					06/08/2026	
	500-462-46669.000 MT OTHER EQUIPMENT			14,000.00				
	500-462-46669.000 MT OTHER EQUIPMENT			620.00				
34351								
0000031029	HR STEWART	05/20/2026		304.50	0.00	Paid	Y	
	SERVICE CALL FOR FIRE STATION HOT WATER	RPETERSON					06/08/2026	
	100-420-46620.000 MT BUILDING & GROUNDS			304.50				
162232								
0000031030	J.G. UNIFORMS, INC	05/20/2026		797.33	0.00	Paid	Y	
	HONOR GUARD UNIFORMS FOR OFFICER MANCILL	RPETERSON					06/08/2026	
	100-305-47120.000 CLOTHING ALLOWANCE			797.33				
162233								
0000031031	J.G. UNIFORMS, INC	05/20/2026		855.83	0.00	Paid	Y	
	HONOR GUARD UNIFORMS FOR OFFICER VIDUYA	RPETERSON					06/08/2026	
	100-305-47120.000 CLOTHING ALLOWANCE			855.83				
159554								
0000031033	AZAVAR AUDIT SOLUTIONS	05/20/2026		225.43	0.00	Paid	Y	
	SALES TAX REVIEW MAR 2026	RPETERSON					06/08/2026	
	100-231-46999.000 MISC OTHER SERVICES			225.43				
032114								
0000031034	NAPA AUTO PARTS	05/20/2026		28.61	0.00	Paid	Y	
	TRUCK 604 ADJUSTMENT SLEEVE	RPETERSON					06/08/2026	
	100-430-47528.000 MT MTLS PICK-UP TRUCK			28.61				
26-1019								
0000031038	THOMPSON ELEVATOR INSPECTION SERV.	05/21/2026		215.00	0.00	Paid	Y	
		RPETERSON					06/08/2026	
	100-281-46511.000 ELEVATOR INSPECTION			215.00				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: Paper Check CS E12 FITTINGS								
251435								
0000031039	MIDWEST HOSE AND FITTINGS INC	05/19/2026		96.25	0.00	Paid	Y	
	CS E12 FITTINGS	RPETERSON					06/08/2026	
	100-430-47535.000	CONTRACTUAL FIRE PARTS		28.00				
	100-430-47526.000	MT MTLS DUMP TRUCKS		68.25				
251417								
0000031040	MIDWEST HOSE AND FITTINGS INC	05/18/2026		74.49	0.00	Paid	Y	
	TRUCK 547 HOSES	RPETERSON					06/08/2026	
	500-452-47525.000	MT MTLS HEAVY EQUIPMENT		74.49				
1QXY-CD7X-9WY7								
0000031047	AMAZON CAPITAL SERVICES, INC.	05/21/2026		23.99	0.00	Paid	Y	
	KEYBOARD	RPETERSON					06/08/2026	
	100-430-47012.000	COMPUTER SUPPLIES		23.99				
1MVF-XQNW-CTL9								
0000031048	AMAZON CAPITAL SERVICES, INC.	05/21/2026		730.28	0.00	Paid	Y	
	DIAGNOSTIC DATA CONNECTOR	RPETERSON					06/08/2026	
	100-430-47070.000	TOOLS/SUPPLIES		730.28				
57801								
0000031054	BEST QUALITY FACILITY SRV, LLC	05/20/2026		6,851.25	0.00	Paid	Y	27-01084
	VILLAGE-WIDE CUSTODIAL SERVICES - ONE YE	RPETERSON					06/08/2026	
	100-420-46510.000	CUSTODIAL SERVICE		6,851.25				
	100-427-46510.000	CUSTODIAL SERVICE		0.00				
032215								
0000031057	NAPA AUTO PARTS	05/21/2026		29.99	0.00	Paid	Y	
	AMB 342 PAG OIL	RPETERSON					06/08/2026	
	100-430-47522.000	MT MTLS AMBULANCES		29.99				
032255								
0000031058	NAPA AUTO PARTS	05/21/2026		224.44	0.00	Paid	Y	
	VAN 108 BRAKES	RPETERSON					06/08/2026	
	500-462-47527.000	MT MTLS UTILITY VANS		224.44				
401496604								
0000031061	XYLEM WATER SOLUTIONS	05/20/2026		1,998.20	0.00	Paid	Y	
	PUMP 554 EDUCTOR KIT	VJANKOWSKI					06/08/2026	
	500-453-47525.000	MT MTLS HEAVY EQUIPMENT		1,998.20				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: Paper Check 2026/2027 COPIER LEASE AND MAINTENANCE - 05.07.26 - 06.07.26								
582134789								
0000031064	TOSHIBA	05/14/2026		2,146.86	0.00	Paid	Y	27-01041
	2026/2027 COPIER LEASE AND MAINTENANCE - VJANKOWSKI						06/08/2026	
	100-201-46613.000 MT COPIERS			2,146.86				
MARCHIONI-05202								
0000031067	RYLAND MARCHIONI	05/20/2026		388.96	0.00	Paid	Y	
	IMAGE TREND CONF 2026	VJANKOWSKI					06/08/2026	
	100-323-46340.000 CONV/SCHOOLS/MTGS			388.96				
AKERS-052026								
0000031068	MICHAEL AKERS	05/20/2026		379.30	0.00	Paid	Y	
	IMAGE TREND CONF 2026	VJANKOWSKI					06/08/2026	
	100-323-46340.000 CONV/SCHOOLS/MTGS			379.30				
F2-260565469								
0000031069	CUMMINS SALES AND SERVICE	05/14/2026		412.12	0.00	Paid	Y	
	MAPLE GENERATOR SENSORS	VJANKOWSKI					06/08/2026	
	500-462-47565.000 MT MTLS PUMPING STATIONS			412.12				
118502								
0000031070	LAUTERBACH & AMEN, LLP	05/14/2026		1,500.00	0.00	Paid	Y	
	INFLATION REDUCTION ACT-EV	VJANKOWSKI					06/08/2026	
	500-461-46999.000 MISC OTHER SERVICES			750.00				
	100-430-46699.000 MISC MAINTENANCE SERVICE			750.00				
1KCW-NP9Q-CRG3								
0000031074	AMAZON CAPITAL SERVICES, INC.	05/20/2026		73.59	0.00	Paid	Y	
	TRUCK 431 INJECTOR TOOL	VJANKOWSKI					06/08/2026	
	100-430-47526.000 MT MTLS DUMP TRUCKS			73.59				
1LDH-6GJM-FGWK								
0000031075	AMAZON CAPITAL SERVICES, INC.	05/20/2026		63.99	0.00	Paid	Y	
	BUNTING FOR WAR MEMORIAL	VJANKOWSKI					06/08/2026	
	100-420-46899.000 MISC COMMUNITY SERVICE			63.99				
1KPW-FDX3-GJ41								
0000031076	AMAZON CAPITAL SERVICES, INC.	05/20/2026		63.99	0.00	Paid	Y	
	BUNTING FOR WAR MEMORIAL	VJANKOWSKI					06/08/2026	
	100-420-46899.000 MISC COMMUNITY SERVICE			63.99				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: Paper Check REFUND FOR DAMAGED PRODUCT								
1N9N-F1RQ-N1Y7								
0000031077	AMAZON CAPITAL SERVICES, INC.	05/13/2026		(54.87)	0.00	Paid	Y	
	REFUND FOR DAMAGED PRODUCT	VJANKOWSKI					06/08/2026	
	100-420-47510.000 MT MTLS BLDGS & GROUNDS			(54.87)				
56841765								
0000031078	LINDE GAS & EQUIPMENT INC	05/21/2026		197.05	0.00	Paid	Y	
	O2 TANK RENTAL - ST 1	VJANKOWSKI					06/08/2026	
	100-324-47040.000 TRAUMA UNIT SUPPLIES			197.05				
56841766								
0000031079	LINDE GAS & EQUIPMENT INC	05/21/2026		54.25	0.00	Paid	Y	
	O2 TANK RENTAL - ST 2	VJANKOWSKI					06/08/2026	
	100-324-47040.000 TRAUMA UNIT SUPPLIES			54.25				
3563								
0000031082	BEHM ENTERPRISES INC.	05/22/2026		5,000.00	0.00	Paid	Y	27-01208
	DIRECTIONAL DRILLING FOR CONDUIT INSTALL	VJANKOWSKI					06/08/2026	
	341-265-48799.00027054 OTHER INFRASTRUCTURE IMPR			5,000.00				
112P361644								
0000031083	CIT TRUCKS LLC	05/22/2026		(212.50)	0.00	Paid	Y	
	CORE	VJANKOWSKI					06/08/2026	
	100-430-47523.000 MT MTLS FIRE APPARATUS			(212.50)				
032325								
0000031085	NAPA AUTO PARTS	05/22/2026		42.20	0.00	Paid	Y	
	TRUCK 317 OIL FILTER	VJANKOWSKI					06/08/2026	
	100-430-47523.000 MT MTLS FIRE APPARATUS			42.20				
032352								
0000031086	NAPA AUTO PARTS	05/22/2026		3.86	0.00	Paid	Y	
	AMB 342 FOT	VJANKOWSKI					06/08/2026	
	100-430-47522.000 MT MTLS AMBULANCES			3.86				
032356								
0000031087	NAPA AUTO PARTS	05/22/2026		22.94	0.00	Paid	Y	
	VAN 108 FILTERS	VJANKOWSKI					06/08/2026	
	500-462-47527.000 MT MTLS UTILITY VANS			22.94				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: Paper Check SPRINKLER REPAIRS AT PUMP STATION								
94652880								
0000031088	AMERICAN NATL SPRINKLER & LIGHTING	05/19/2026		237.25	0.00	Paid	Y	
	SPRINKLER REPAIRS AT PUMP STATION	VJANKOWSKI					06/08/2026	
	500-462-46691.000 MT PUMP STATIONS			237.25				
3412-289642								
0000031091	O'REILLY AUTOMOTIVE INC	05/22/2026		64.46	0.00	Paid	Y	
	SQUAD 32 ENGINE OIL	VJANKOWSKI					06/08/2026	
	100-430-47524.000 MT MTLS PATROL VEHICLES			64.46				
1NRP-NDJQ-PRMN								
0000031093	AMAZON CAPITAL SERVICES, INC.	05/24/2026		50.98	0.00	Paid	Y	
	OFFICE SUPPLIES FOR ADMIN AND RECORDS	VJANKOWSKI					06/08/2026	
	100-306-47015.000 OFFICE SUPPLIES			31.00				
	100-301-47015.000 OFFICE SUPPLIES			19.98				
PPP-37824								
0000031103	PROMOTIONAL PRODUCTS PARTNERS	05/26/2026		350.50	0.00	Paid	Y	
	NAME TAGS - DOCENTS	VJANKOWSKI					06/08/2026	
	100-101-46999.000 MISC OTHER SERVICES			350.50				
4485.123-10								
0000031109	GEWALT HAMILTON ASSOC INC	05/18/2026		12,023.63	0.00	Paid	Y	27-01215
	CONSTRUCTION ENGINEERING SERVICES FOR I3	VJANKOWSKI					06/08/2026	
	630-000-27540.000 REVIEW PROCESS ESCROW			12,023.63				
I1827815								
0000031110	STREICHER'S INC	05/19/2026		404.00	0.00	Paid	Y	
	ENTRY RAM	VJANKOWSKI					06/08/2026	
	100-305-47120.000 CLOTHING ALLOWANCE			384.00				
	100-301-46910.000 FREIGHT			20.00				
28893								
0000031111	T.O.P.S. IN DOG TRAINING	05/01/2026		510.00	0.00	Paid	Y	
	GROOMING FOR MILLIE AND K9 MAINTENANCE T	VJANKOWSKI					06/08/2026	
	100-305-47099.000 MISC SUPPLIES			510.00				
154739								
0000031113	ULTIMATE SCREEN PRINTING	05/26/2026		505.00	0.00	Paid	Y	
	MAC - 10TH ANNIVERSARY SHIRTS	VJANKOWSKI					06/08/2026	
	100-108-46999.000 MISC OTHER SERVICES			505.00				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution		Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: Paper Check TRUCK 420 TRACK BAR AND BALL JOINT									
032562									
0000031115	NAPA AUTO PARTS		05/26/2026		168.06	0.00	Paid	Y	
	TRUCK 420 TRACK BAR AND BALL JOINT		VJANKOWSKI					06/08/2026	
	100-430-47526.000	MT MTLS DUMP TRUCKS			168.06				
032586									
0000031116	NAPA AUTO PARTS		05/26/2026		42.20	0.00	Paid	Y	
	ENG 319 OIL FILTER		VJANKOWSKI					06/08/2026	
	100-430-47523.000	MT MTLS FIRE APPARATUS			42.20				
INV-155477									
0000031119	POWERDMS, INC.		03/23/2026		7,426.11	0.00	Paid	Y	27-01010
	POWERDMS PROFESSIONAL SUBSCRIPTION		VJANKOWSKI					06/08/2026	
	100-301-46415.000	COMPUTER SOFTWARE SUPPORT			7,426.11				
20294									
0000031120	JAY-R'S METALFACTURING, INC		05/20/2026		1,995.00	0.00	Paid	Y	
	FRAME FOR PUMP AT PUMP STATION		VJANKOWSKI					06/08/2026	
	500-462-47565.000	MT MTLS PUMPING STATIONS			1,995.00				
PD-AHO 052626									
0000031121	JOAN VASQUEZ		05/26/2026		150.00	0.00	Paid	Y	
	AHO SERVICES - 05-26-26		VJANKOWSKI					06/08/2026	
	100-301-46499.000	PROFESSIONAL SERVICES			150.00				
BULKMAIL-052726									
0000031123	U.S. POSTAL SERVICE		05/27/2026		5,600.00	0.00	Paid	Y	27-01224
	BULK MAIL ORDER FOR SUMMER AND FALL 2026		VJANKOWSKI					06/08/2026	
	100-201-47016.000	POSTAGE			5,600.00				
PPP-37823									
0000031126	PROMOTIONAL PRODUCTS PARTNERS		05/21/2026		766.25	0.00	Paid	Y	
	T-SHIRTS FOR THE FISHING DERBY		VJANKOWSKI					06/08/2026	
	100-303-46372.000	PREVENTION EDUCATION MTLS			731.25				
	100-301-46910.000	FREIGHT			35.00				
PPP-37822									
0000031128	PROMOTIONAL PRODUCTS PARTNERS		05/21/2026		327.00	0.00	Paid	Y	
	T-SHIRTS FOR JUNIOR POLICE ACADEMY		VJANKOWSKI					06/08/2026	
	100-303-46372.000	PREVENTION EDUCATION MTLS			305.00				
	100-301-46910.000	FREIGHT			22.00				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Pay By Check Type: Paper Check BOOT REIMBURSEMENT FOR OFFICER OSORIA								
OSORIA-051926								
0000031129	JECOA OSORIA	05/19/2026		175.37	0.00	Paid	Y	
	BOOT REIMBURSEMENT FOR OFFICER OSORIA	VJANKOWSKI					06/08/2026	
	100-305-47120.000 CLOTHING ALLOWANCE			175.37				
Total Pay By Check Type Paper Check:				1,847,136.29	0.00			

# of Invoices:	545 # Due: 0	Totals:	3,517,843.56	0.00
# of Credit Memos:	11 # Due: 0	Totals:	(5,467.79)	0.00
Net of Invoices and Credit Memos:			3,512,375.77	0.00

* 1 Net Invoices have Credits Totalling: (439.00)

--- TOTALS BY GL BANK ---

POOL	Total	3,512,375.77

--- TOTALS BY GL DISTRIBUTIONS ---

100-000-25100.000	14,276.08
100-000-26080.000	819,719.03
100-000-32110.000	70.00
100-000-32750.000	52.50
100-000-34670.000	33,150.00
100-101-46499.000	75.00
100-101-46999.000	350.50
100-103-46499.000	7,900.00
100-103-47099.000	224.48
100-103-47420.000	77.51
100-105-46401.000	1,000.00
100-105-46999.000	231.33
100-108-46999.000	505.00
100-109-46499.000	500.00
100-109-46899.000	2,409.87
100-111-46304.000	2,466.35
100-111-47010.000	71.94
100-111-47099.000	57.50
100-201-46305.000	2,797.91
100-201-46340.000	33.85
100-201-46410.000	4,530.00
100-201-46613.000	2,146.86
100-201-46899.000	20,000.00
100-201-46999.000	225.00

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / PO Number / Post Date
	100-201-47015.000			689.76			
	100-201-47016.000			5,600.00			
	100-201-47420.000			739.38			
	100-202-46410.000			2,466.67			
	100-202-46415.000			2,077.38			
	100-202-47012.000			84.03			
	100-202-47310.000			10,541.06			
	100-202-47502.000			2,426.55			
	100-203-46340.000			115.26			
	100-203-46901.000			115.00			
	100-204-46499.000			5,000.00			
	100-204-46804.000			1,098.00			
	100-205-46004.000			5,345.50			
	100-205-46499.000			7,077.42			
	100-205-46901.000			50.00			
	100-231-46502.000			31,073.52			
	100-231-46505.000			476.92			
	100-231-46999.000			225.43			
	100-231-47120.000			56.66			
	100-240-46401.000			40,251.00			
	100-240-46410.000			3,232.00			
	100-260-48410.000			29,045.75			
	100-281-46410.000			218.00			
	100-281-46511.000			1,533.00			
	100-281-47120.000			99.68			
	100-301-46305.000			3,025.00			
	100-301-46415.000			12,254.61			
	100-301-46423.000			50,340.00			
	100-301-46441.000			40.00			
	100-301-46499.000			173,964.25			
	100-301-46620.000			1,455.00			
	100-301-46910.000			259.22			
	100-301-47015.000			19.98			
	100-301-47020.000			24.32			
	100-301-47310.000			316.70			
	100-301-47510.000			117.49			
	100-303-46372.000			1,036.25			
	100-303-47120.000			190.40			
	100-304-46999.000			1,270.33			
	100-305-46340.000			385.00			
	100-305-47011.000			30,100.00			
	100-305-47099.000			533.38			
	100-305-47120.000			7,480.59			
	100-305-47121.000			3,207.68			
	100-305-47530.000			240.00			
	100-305-47999.000			3,371.20			
	100-306-47015.000			292.85			
	100-321-46305.000			3,707.00			
	100-321-46499.000			43,398.75			

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / PO Number / Post Date
	100-321-46506.000			2,782.50			
	100-321-46620.000			423.24			
	100-321-46911.000			18.35			
	100-321-47011.000			495.00			
	100-321-47030.000			685.13			
	100-321-47070.000			74.92			
	100-322-46372.000			399.00			
	100-322-47012.000			139.98			
	100-322-47070.000			328.00			
	100-323-46340.000			768.26			
	100-323-46371.000			25.18			
	100-323-46417.000			46,838.32			
	100-323-46612.000			1,321.00			
	100-323-47070.000			959.10			
	100-323-47110.000			19,944.00			
	100-323-47351.000			11,230.62			
	100-323-47530.000			1,928.80			
	100-324-46418.000			30,037.19			
	100-324-46451.000			6,884.00			
	100-324-47040.000			507.15			
	100-324-47070.000			4,007.73			
	100-410-46410.000			9,234.58			
	100-410-46415.000			2,000.00			
	100-410-46613.000			500.00			
	100-410-46803.000			14,713.50			
	100-410-47012.000			35.99			
	100-410-47015.000			4.99			
	100-420-46510.000			6,851.25			
	100-420-46599.000			75.98			
	100-420-46620.000			4,669.94			
	100-420-46899.000			4,557.23			
	100-420-47030.000			23.19			
	100-420-47120.000			202.44			
	100-420-47510.000			2,779.35			
	100-420-47549.000			749.71			
	100-427-46677.000			2,282.58			
	100-427-47420.000			487.34			
	100-427-47510.000			132.00			
	100-427-47572.000			615.78			
	100-427-47599.000			244.66			
	100-430-46305.000			50.00			
	100-430-46415.000			975.00			
	100-430-46640.000			320.00			
	100-430-46642.000			355.00			
	100-430-46699.000			979.05			
	100-430-47012.000			60.07			
	100-430-47061.000			161.51			
	100-430-47070.000			2,097.97			
	100-430-47080.000			97.46			

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
	100-430-47440.000			40.87				
	100-430-47520.000			551.21				
	100-430-47521.000			56.50				
	100-430-47522.000			1,337.45				
	100-430-47523.000			905.58				
	100-430-47524.000			4,310.48				
	100-430-47525.000			2,005.57				
	100-430-47526.000			8,566.51				
	100-430-47528.000			1,162.24				
	100-430-47530.000			37.99				
	100-430-47535.000			2,884.33				
	100-440-46305.000			95.00				
	100-440-46410.000			2,133.22				
	100-441-46670.000			122,280.94				
	100-441-46676.000			15,997.50				
	100-441-46677.000			16,600.64				
	100-441-47070.000			192.49				
	100-441-47120.000			197.95				
	100-441-47420.000			3,620.67				
	100-441-47430.000			447.91				
	100-441-47530.000			5,093.05				
	100-441-47543.000			3,350.76				
	100-441-47547.000			695.91				
	100-441-47548.000			535.96				
	210-442-48740.000			3,759.75				
	210-442-48740.00027032			12,059.00				
	272-315-48350.000			1,350.00				
	280-446-49207.000			135,827.00				
	291-316-49915.000			2,778.00				
	294-294-46620.000			6,221.49				
	294-294-47420.000			3,523.14				
	294-294-47430.000			2,575.30				
	300-238-49207.000			250,976.00				
	330-263-49402.000			183,403.52				
	340-264-46999.000			2,981.00				
	340-264-49901.000			100,980.84				
	341-265-46999.000			3,380.00				
	341-265-48799.00027054			5,000.00				
	341-265-49206.000			55,900.00				
	342-266-46999.000			1,633.50				
	342-266-48799.000			5,556.84				
	342-266-49901.000			151,471.26				
	414-445-48799.000			272,450.00				
	500-000-33210.000			499.45				
	500-451-46410.000			32,019.61				
	500-451-47120.000			133.16				
	500-452-47015.000			66.98				
	500-452-47120.000			647.79				
	500-452-47420.000			1,807.81				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / PO Number / Post Date
	500-452-47430.000			295.12			
	500-452-47510.000			15.56			
	500-452-47525.000			1,313.39			
	500-453-46620.000			5,062.48			
	500-453-47050.000			1,350.69			
	500-453-47051.000			1,143.00			
	500-453-47080.000			2,454.47			
	500-453-47120.000			820.63			
	500-453-47199.000			1,140.94			
	500-453-47420.000			6,552.59			
	500-453-47430.000			5,733.01			
	500-453-47460.000			10,365.30			
	500-453-47470.000			89.93			
	500-453-47510.000			476.25			
	500-453-47525.000			2,451.14			
	500-453-47530.000			16,546.57			
	500-453-47542.000			5,050.52			
	500-461-46410.000			7,265.24			
	500-461-46999.000			750.00			
	500-462-46340.000			463.45			
	500-462-46450.000			2,347.00			
	500-462-46620.000			3,320.12			
	500-462-46662.000			138.04			
	500-462-46669.000			14,620.00			
	500-462-46691.000			1,757.25			
	500-462-47015.000			78.44			
	500-462-47070.000			431.50			
	500-462-47120.000			220.44			
	500-462-47310.000			181.35			
	500-462-47420.000			8,266.84			
	500-462-47421.000			260.86			
	500-462-47510.000			52.88			
	500-462-47527.000			247.38			
	500-462-47528.000			67.01			
	500-462-47544.000			528.00			
	500-462-47563.000			5,167.48			
	500-462-47565.000			2,504.28			
	500-462-47599.000			2,488.48			
	500-463-46415.000			75,747.16			
	500-463-46438.000			798.00			
	500-463-46441.000			977.83			
	500-463-47016.000			3,273.71			
	500-463-47430.000			22.64			
	500-463-47450.000			133,797.65			
	520-455-49207.000			141,412.63			
	520-457-48770.000			4,430.00			
	630-000-27540.000			12,023.63			
	630-000-27771.000			1,160.00			
	630-000-27775.000			8,415.00			

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number / Post Date
	630-000-27785.000			255.00			
	630-000-27793.000			350.00			
	630-000-27840.000			3,000.00			
--- TOTALS BY FUND ---							
	100 CORPORATE			1,777,693.45	0.00		
	210 ROAD & BRIDGE			15,818.75	0.00		
	272 EQUIPMENT			1,350.00	0.00		
	280 STORMWATER MANAGEMENT			135,827.00	0.00		
	291 9-1-1 SURCHARGE			2,778.00	0.00		
	294 ARCHER BUSINESS CTR			12,319.93	0.00		
	300 BOND LEVY			250,976.00	0.00		
	330 TAX REBATES			183,403.52	0.00		
	340 TIF DOWNTOWN 2			103,961.84	0.00		
	341 TIF DOWNTOWN 3			64,280.00	0.00		
	342 TIF 4 OAK CREEK/TOWNLINE ROAD			158,661.60	0.00		
	414 ARPA/GRANTS			272,450.00	0.00		
	500 WATERWORKS & SEWERAGE			361,809.42	0.00		
	520 DEPRECIATION			145,842.63	0.00		
	630 ESCROW DEPOSITS			25,203.63	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	000 NON DEPARTMENTAL			892,970.69	0.00		
	101 HISTORICAL COMMISSION			425.50	0.00		
	103 FOURTH OF JULY COMMISSION			8,201.99	0.00		
	105 POLICE/FIRE COMMISSION			1,231.33	0.00		
	108 ARTS COMMISSION			505.00	0.00		
	109 BEAUTIFICATION COMMITTEE			2,909.87	0.00		
	111 EXECUTIVE			2,595.79	0.00		
	201 ADMINISTRATIVE			36,762.76	0.00		
	202 ADMIN SERVICES			17,595.69	0.00		
	203 COMMUNITY DEVELOPEMENT			230.26	0.00		
	204 MARKETING			6,098.00	0.00		
	205 HUMAN RESOURCE			12,472.92	0.00		
	231 FINANCE - ADMINISTRATION			31,832.53	0.00		
	238 INTEREST (BL)			250,976.00	0.00		
	240 LEGAL			43,483.00	0.00		
	260 CAPITAL PROJECTS			29,045.75	0.00		
	263 ADMINISTRATION (MX)			183,403.52	0.00		
	264 TIF DOWNTOWN			103,961.84	0.00		
	265 DOWNTOWN TIF 3			64,280.00	0.00		
	266 TIF 4 OAK CREEK/TOWNLINE ROAD			158,661.60	0.00		
	281 BUILDING - ADMINISTRATION			1,850.68	0.00		
	294 ARCHER BUSINESS CENTER			12,319.93	0.00		
	301 POLICE - ADMINISTRATION			241,816.57	0.00		
	303 POLICE - COMMUNITY SERV.			1,226.65	0.00		
	304 POLICE - INVESTIGATIONS			1,270.33	0.00		
	305 POLICE - PATROL			45,317.85	0.00		

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number / Post Date
	306 POLICE - RECORDS			292.85	0.00		
	315 POLICE			1,350.00	0.00		
	316 POLICE (911)			2,778.00	0.00		
	321 FIRE - ADMINISTRATION			51,584.89	0.00		
	322 FIRE - PREVENTION			866.98	0.00		
	323 FIRE - FIRE OPERATIONS			83,015.28	0.00		
	324 FIRE - RESQUE OPERATIONS			41,436.07	0.00		
	410 PUBLIC WORKS ADMIN			26,489.06	0.00		
	420 FACILITY MAINTENANCE			19,909.09	0.00		
	427 BLDG/GRDS - TRAIN PARK			3,762.36	0.00		
	430 VEHICLE MAINTENANCE			26,954.79	0.00		
	440 STREET - ADMINISTRATION			2,228.22	0.00		
	441 STREET - MAINTENANCE			169,013.78	0.00		
	442 STREET (RB)			15,818.75	0.00		
	445 ARPA SPENDING			272,450.00	0.00		
	446 STREET (SWM)			135,827.00	0.00		
	451 SEWER - ADMINISTRATION			32,152.77	0.00		
	452 SEWER - UPTOWN			4,146.65	0.00		
	453 SEWER -TREATMENT PLANTS			59,237.52	0.00		
	455 ADMINISTRATION SR (DEP)			141,412.63	0.00		
	457 SWR TREATMENT PLANT (DEP)			4,430.00	0.00		
	461 WATER - ADMINISTRATION			8,015.24	0.00		
	462 WATER - MAINTENANCE			43,140.80	0.00		
	463 WATER - METER READING			214,616.99	0.00		

VILLAGE OF
Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Bill Lark, Chief

For: Village Board Meeting of June 8, 2026

Subject: **Budget Amendment** - FY26 - PBS Collection Fee

Financial Impact:
$29,400 - 100-324-46418.000 - Ambulance Billing

Attachments:
None

Background:
This account pays the 4% commission fee to Paramedic Billing Services (PBS) for the funds collected from the ambulance transport fees. This budget amendment is requested due to an increase in ambulance transport billing collections. Therefore, we are requesting an increase for this account to pay PBS their 4% commission for the collection of ambulance transport fees.

Recommendation:
Motion to approve an FYE 2026 budget amendment in the amount of $29,400.00 to account 100-324-46418.000 and payment to Paramedic Billing Services of their collection fee.

VILLAGE OF
Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Jason Seeley, Police Chief

For: Village Board Meeting of June 8, 2026

Subject: Mundelein Park District Intergovernmental Agreement Amendment with Police Department

Financial Impact:
$25,000 fee for services and a $10,000 equipment fund each year of the three-year agreement amendment from the Mundelein Park and Recreation District.

Attachments:
1. MPRD - Amendment to Police Services Agreement

Background:
The Mundelein Park and Recreation District Intergovernmental Agreement needs to be renewed for April 1, 2026 - March 31, 2029. Attached is a three-year renewal of the Intergovernmental Agreement which will be in effect until March 31, 2029.

Recommendation:
Motion to authorize the Mayor to sign the intergovernmental agreement amendment with the Mundelein Park and Recreation District.

VILLAGE OF
Mundelein
Incorporated in 1909

AMENDMENT TO THAT CERTAIN INTERGOVERNMENTAL AGREEMENT BETWEEN THE MUNDELEIN PARK & RECREATION DISTRICT AND THE VILLAGE OF MUNDELEIN FOR POLICE PROTECTION FOR PARK & RECREATION DISTRICT PROPERTY

THIS AMENDMENT ("Amendment") is made and entered into as of this **8th** day of **June, 2026**, by and between the **Village of Mundelein**, a home rule municipal corporation located in Lake County, Illinois, hereinafter referred to as the "Village" and the **Mundelein Park & Recreation District**, a Park & Recreation District located in Lake County, Illinois, hereinafter referred to as the "Park & Recreation District".

WHEREAS the legal authority for the parties to enter into this agreement is established by:

a. Article VII, Section 10 of the Illinois Constitution which provides as follows:

Units of local government and school districts may contract or otherwise associate among themselves, with the State, with other states and their units of local government and school districts, and with the United States to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance. Units of local government and school districts may contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues, and any other resources to pay costs and to service debt related to intergovernmental activities; and

b. The Illinois Governmental Cooperation Act (5 ILCS 220/1 et seq., Illinois Compiled Statutes) which provides, in part, as follows:

220/3. Intergovernmental cooperation. Any power or powers, privileges, functions, or authority exercised, or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State and jointly with any public agency of any other State or of the United States to the extent that laws of such other State or of the United States do not prohibit joint exercise or enjoyment and except where specifically and expressly prohibited by law...

220/5. Intergovernmental contracts. Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract and except where specifically and expressly prohibited by law. Such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties.

c. 70 ILCS 1205/8-1(d) and (e).

(d) To pass all necessary ordinances, rules and regulations for the proper management and conduct of the business of the board and district and to establish by ordinance all needful rules and regulations for the government and protection of parks, boulevards and driveways and other property under its jurisdiction, and to affect the objects for which such districts are formed.

(e) To prescribe such fines and penalties for the violation of ordinances as it shall deem proper not exceeding $1,000 for any one offense, which fines, and penalties may be recovered by an action in the name of such district in the circuit court for the county in which such violation occurred. The Park & Recreation District may also seek in the action, in addition to or instead of fines and penalties, an order that the offender be required to make restitution for damage resulting from violations, and the court shall grant such relief where appropriate. The procedure in such actions shall be the same as that provided by law for like actions for the violation of ordinances in cities organized under the general laws of this State, and offenders may be imprisoned for non-payment of fines and costs in the same manner as in such cities. All fines when collected shall be paid into the treasury of such district.

WHEREAS on April 28, 2025, the Park & Recreation District and the Village entered into that certain Intergovernmental Agreement between the Mundelein Park & Recreation District and the Village of Mundelein for Police Protection for Park & Recreation District Properties (the "Agreement"), which Agreement expires on March 31, 2026; and

WHEREAS it is in the best interest and general benefit of the citizenry of the Park & Recreation District and the Village that the Park & Recreation District and Village enter into an amendment to the Agreement to extend the term and update the consideration paid for the services the Village will provide the Park & Recreation District; and

WHEREAS the Village and the Park & Recreation District share a common interest in protecting and preserving the peace and dignity of the general citizenry within their boundaries; and

WHEREAS the Village police department has demonstrated competence, integrity, and ability in enforcing laws and maintaining order; and

WHEREAS the Park & Recreation District desires the police force of the Village to continue to use its enforcement powers upon the Park & Recreation District lands.

NOW, THEREFORE, the parties to this agreement, in consideration of the mutual covenants and stipulations hereinafter set forth, agree as follows:

1. The purpose of this Amendment is to maintain the Village and Park & Recreation District in a cooperative arrangement to provide the most efficient police protection and police services to their respective jurisdiction by continuing to operate under the Agreement as amended by this Amendment (which taken together shall be referred to as the "Amended Agreement").

2. Section 12 of the Agreement is hereby stricken and replaced with the following:

Following the acceptance of this Amendment by the Board of Trustees of the Village and Board of Commissioners of the Park & Recreation District, the effective date of the Amended Agreement shall be considered to be binding on the parties on and after April 1, 2026 (the "Effective Date"). The term of the Amended Agreement shall be for three years from the Effective Date and shall expire on March 31, 2029. Either party may cancel this Amended Agreement by providing six (6) months' notice, in writing, sent certified mail to the other party. In the event of cancellation by either party, the payments for police services due herein shall be prorated and any prepaid amounts not earned by the Village will be refunded within 30 days of the effective date of termination.

3. Section 10 of the Agreement shall be stricken and replaced with the following text: The Park & Recreation District shall pay the Village the following amounts for police services provided under this Amended Agreement:

Period	Operating Fee	Capital Contribution
April 1, 2026, to March 31, 2027	$25,000.00	Not to exceed $10,000
April 1, 2027, to March 31, 2028	$25,000.00	Not to exceed $10,000
April 1, 2028, to March 31, 2029	$25,000.00	Not to exceed $10,000

The Park & Recreation District shall make such annual payments in two (2) installments. The first installment payment shall be $17,500.00, and shall be due June 30th each year, beginning in 2026. The second installment payment shall be due January 31st each year, beginning in 2027, and shall be $7,500.00, plus the actual amount (not to exceed $10,000.00) spent by the Village during the preceding calendar year solely for the purchase of equipment to be used by the Village in performing its obligations contained in this Agreement. Said equipment shall be considered the property of the Village which will retain ownership of said equipment upon termination of this agreement. The Village will document the amount of the annual capital contribution by submitting to the Park & Recreation District paid receipts or other evidence of such expense at least thirty (30) days prior to the due date for the second installment.

4. If any provision of this Agreement, as amended, is held to be invalid for any reason, such invalidation shall not render invalid other provisions of the Amended Agreement which can be given effect in the absence of the invalid provision, provided that the invalidation of such provision does not materially impact the purpose for which this Amended Agreement was entered.

5. Except as expressly amended by this Amendment, all other terms and conditions of the Agreement are intended to remain in full force and effect and apply to the parties during the term of this Amendment. The Amended Agreement may only be further amended by mutual agreement, signed and executed with the same formality with which this instrument was executed.

IN WITNESS WHEREOF, the Mayor and Clerk of the Village and The President and Secretary of the Park & Recreation District have affixed their respective hands and seals.

DATED this **8th** Day of **June 2026.**

MUNDELEIN PARK & RECREATION DISTRICT,
An Illinois Municipal corporation

By: _____
Bob Knudson, President

Attest: _____
Ron Salski, Secretary

VILLAGE OF MUNDELEIN,
An Illinois Municipal corporation

By: _____
Robin D. Meier, Mayor

Attest: _____
Karen Walsh, Village Clerk

VILLAGE OF Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Erick Broz, Utilities Superintendent
Robert Greenfield, Director of Public Works and Engineering

For: Village Board Meeting of June 8, 2026

Subject: Primary Clarifier Study

Financial Impact:
$25,000 - 520-457-48770 - SEWER PLANT

Attachments:
1. Exhibit A - Primary Clarifier Study

Background:

The Village's primary clarifiers are one of the first and most important steps in the wastewater treatment process. These large tanks allow heavy solids to settle to the bottom and oils and debris to float to the top, where they can be removed before the water moves on to additional treatment. By removing these materials early in the process, the clarifiers help the plant operate efficiently and protect downstream equipment and treatment systems.

Baxter & Woodman will perform a comprehensive evaluation and study of the primary clarifier system. The existing unit is showing signs of aging equipment and structural wear, which could reduce treatment efficiency, increase maintenance needs, and create potential compliance concerns if not addressed. The study will help identify necessary repairs, upgrades, and long-term improvements to ensure reliable operation of the wastewater treatment plant.

Baxter & Woodman is highly qualified to complete this work due to their extensive experience with the Village's wastewater treatment plant and their successful history managing similar projects for the Village.

Recommendation:
Motion to authorize the Director of Public Works & Engineering to sign a professional services agreement with Baxter & Woodman, Naperville, IL, to evaluate the existing conditions of the primary clarifier and authorize purchase order number 27-01181 in an amount not-to-exceed $25,000.

March 25, 2026

Mr. Erick Broz
Utilities Superintendent
Village of Mundelein
221 N Lake St
Mundelein, IL 60060

Subject: Primary Clarifier Rehabilitation Review

Dear Mr. Broz:

Baxter & Woodman, Inc. is pleased to submit the following proposal for the review of existing conditions and recommendations for rehabilitation regarding the Primary Clarifiers at the Village's Wastewater Treatment Plan. This proposal outlines our scope of services and engineering fee.

Scope of Services

1. PROJECT COORDINATION AND DATA COLLECTION

1.1. PROJECT MANAGEMENT

A. Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope.

B. Coordinate with OWNER and project team to ensure the goals of the project are achieved.

C. Prepare and submit monthly invoices, and provide a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.

1.2. PROJECT MEETINGS

A. The following meetings are anticipated for this project:

1. Meetings with OWNER (three total)

a) Kickoff Meeting & Site Visit

b) Review Meeting

c) Final Memo Review Meeting

1.3. COLLECT EXISTING DATA

A. Obtain, review, and evaluate the following information provided by the OWNER for use in design:

1. Existing condition drawings

2. Equipment inspection reports
3. Operating reports
4. Create lists of missing or conflicting data

1.4. SITE VISITS FOR DESIGNERS

A. Conduct site visits to familiarize the designer(s) with the sites, clarify any discrepancies on the Drawings.

B. Visually examine existing treatment units and equipment as to their general condition and suitability for continued use or modification for reuse. Interview OWNER operations and maintenance staff to obtain a history of maintenance activities and known equipment maintenance problems.

2. ENGINEERING ANALYSIS

2.1. ALTERNATIVES ANALYSIS

A. Develop design criteria to clearly identify the goal(s) of the proposed improvements.

B. Develop up to three alternatives to address the identified project needs. Concept plans will be prepared for each viable alternative evaluated.

C. Determine if the proposed improvements can be designed and constructed using alternate methods or materials to reduce construction, and operation and maintenance costs.

D. Prepare preliminary cost estimates of the three alternatives.

2.2. WASTEWATER PROCESS REVIEW

A. *History and Data Review:* Review previously conducted studies, drawings and records provided by the Owner.

B. *Assess Existing Conditions*

1. Document condition of existing treatment units, equipment, and structures as determined during the site visit. Determine existing population equivalents (PEs) and equipment capacity.
2. The baseline will consider and include the following:
    a) Primary Clarifiers

C. *Develop and Evaluate Alternatives:* Identify possible alternative solutions to provide continued operation to treat the wastewater flows and loads for the next 20 years and to correct deficiencies in the existing process. Develop a recommended phasing plan based on discussion with Owner staff.

D. *Opinion of Probable Cost:* Prepare an opinion of the probable total project cost including construction, engineering services, contingencies, and, on the basis of information furnished by the Owner, allowances for legal services, financial consultants, and any administrative services or other costs necessary for completion of the Project. Develop a phasing program so that the Owner can apply the costs to their fiscal plan.

2.3. *Technical Memorandum*: Prepare a brief summary memorandum describing the existing system, analyses performed, alternatives considered, conclusions, and recommendations. Prepare associated exhibits, including concept plans for each alternative.

Fee

The Owner shall pay the Engineer for the services performed or furnished, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed **$25,000.00**.

This proposal is valid for 90 days from the date issued.

Schedule

Our proposed schedule to complete the above stated scope of services is indicated below. All work associated with the project is intended to be complete six months after receiving authorization to proceed from the Village of Mundelein. The schedule below is based on a tentative start date of June 2026.

Task	Due
Receive Signed Agreement & Authorization to Proceed	June 2026
Conduct Kick Off Meeting with the Owner	June 2026
Concept Review Meeting	September 2026
Receive Owner Comments	September 2026
Final Review Meeting	December 2026

Standard Terms and Conditions

The attached Standard Terms and Conditions apply to this proposal.

Acceptance

If you find this proposal acceptable, please sign and return one copy for our files. If you have any questions or need additional information, please do not hesitate to contact me at 815-444-3373 or astreicher@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Amanda R. Streicher, P.E., ENV SP
Associate Vice President
Wastewater Department Manager

Village of Mundelein

ACCEPTED BY: _____

TITLE: _____

DATE: _____

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BAXTER & WOODMAN Consulting Engineers

Standard Terms and Conditions

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. ("Baxter & Woodman"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility – Provide Baxter & Woodman with all criteria and full information for the "Project," which is generally otherwise identified in the Letter Proposal. Baxter & Woodman will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to Baxter & Woodman. Baxter & Woodman and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

Schedule for Rendering Services – The agreed upon services shall be completed within a reasonable amount of time. If Baxter & Woodman is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, Baxter & Woodman's work shall be extended and the rates and amounts of Baxter & Woodman's compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments – The fees to perform the proposed scope of services constitutes Baxter & Woodman's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. Baxter & Woodman invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

Opinion of Probable Construction Costs – Baxter & Woodman's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that Baxter & Woodman has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. Baxter & Woodman cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Baxter & Woodman's opinion of probable construction costs.

Standards of Performance – (1) The standard of care for all services performed or furnished by Baxter & Woodman will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. Baxter & Woodman makes no warranties, express or implied, in connection with its services; (2) Baxter & Woodman shall be responsible for the technical accuracy of its services and documents; (3) Baxter & Woodman shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) Baxter & Woodman may employ such sub-consultants as Baxter & Woodman deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) Baxter & Woodman shall not supervise, direct, control, or have authority over any contractors' work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) Baxter & Woodman neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Baxter & Woodman is not acting as a municipal advisor as defined by the Dodd-Frank Act. Baxter & Woodman shall not provide advice or have any responsibility for municipal financial products or securities; (8) Baxter & Woodman is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by Baxter & Woodman shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e., hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that Baxter & Woodman's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Baxter & Woodman's consideration of a component does not constitute acceptance of the assembled item; (10) Baxter & Woodman's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, Baxter & Woodman will become generally familiar with observable completed work. If Baxter & Woodman observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

Insurance – Baxter & Woodman will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	$15 million per claim and aggregate
General Liability:	$1 million per claim	Professional Liability:	$5 million per claim
	$2 million aggregate		$10 million aggregate
Automobile Liability:	$1 million combined single limit		

In no event will Baxter & Woodman's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to Baxter & Woodman

under this Agreement. Any claim against Baxter & Woodman arising out of this Agreement may be asserted by the Owner, but only against the entity and not against Baxter & Woodman's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, Baxter & Woodman shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages ("Losses") arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of Baxter & Woodman; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless Baxter & Woodman and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and Baxter & Woodman waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the Baxter & Woodman and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that Baxter & Woodman is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and Baxter & Woodman agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination – Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay Baxter & Woodman, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents – All Baxter & Woodman documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by Baxter & Woodman to Owner pursuant to this Agreement) are instruments of service and Baxter & Woodman retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by Baxter & Woodman or its consultant. Electronic format of Baxter & Woodman's design documents may differ from the printed version and Baxter & Woodman bears no liability for errors, omissions or discrepancies. Reuse of Baxter & Woodman's design documents is prohibited, and Owner shall defend and indemnify Baxter & Woodman from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in Baxter & Woodman's document retention policy after Project closeout.

Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Baxter & Woodman to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and Baxter & Woodman and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution – All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Baxter & Woodman, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall if affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.

VILLAGE OF
Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Gail Czysczon, Office Clerk
Robert Greenfield, Director of Public Works and Engineering

For: Village Board Meeting of June 8, 2026

Subject: GIS Consortium Purchase

Financial Impact:
$31,200.00 - 100-441-46410 - Consulting Services
$62,400.00 - 500-451-46410 - Consulting Services
$62,400.00 - 500-461-46410 - Consulting Services

Attachments:
None

Background:
Through our membership in the GIS Consortium (GISC), the Village has been provided with resources utilized by the entire organization as well as the community. The system is a vital resource for internal staff and a single-point resource for residents in relation to their parcel or any parcel within the Village. The agreement was approved by the Village board on January 12, 2026.

Recommendation:
Motion to approve purchase order number 27-01203 and payment in the amount of $156,000.00 to Municipal GIS Partners, Inc. for Geographic Information System (GIS) services through membership in the GIS Consortium (GISC).

VILLAGE OF
Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Jennifer Marshall, Executive Assistant

For: Village Board Meeting of June 8, 2026

Subject: Network Test Labs LLC / Cyberclan Purchase Order

Financial Impact:
$76,800.00 - 100-202-46415 - Computer Software Support

Attachments:
1. Network Test Labs - PO # 27-01227

Background:
The Village's purchase order policy requires the Village Board's approval prior to issuing a purchase order or acquiring products or services over $20,000. Attached is a Departmental Purchase Request exceeding the $20,000 limitation. Board approval is respectfully requested.

Recommendation:
Motion to approve purchase order number 27-01227 and payment to Network Test Labs LLC. for annual Veeam Backup and Cloud Storage in the amount of $76,800.

Purchase Requisition

Purchase Requisition No 27-01227

Requested Date 05/28/2026 **Department** IT
Required Date
Ordered By JENNIFER MARSHALL

Preferred Vendor 14280
NETWORK TEST LABS LLC DBA CYBERCLA
Address 312-1810 E SAHARA AVE

Req. Description VEEAM BACKUP AND ONSITE STORAGE AS PART OF THE BETTERM

Quantity	Units	Description	Unit Price	Amount
1	EA	COMPUTER SOFTWARE SUPPORT 100-202-46415.000 76,800.00	76,800.00	76,800.00
			Total:	76,800.00

Notes

Approved By _____ **Date** _____

VILLAGE OF
Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Robert Greenfield, Director of Public Works and Engineering
Kelsey Howe, Business Services Manager

For: Village Board Meeting of June 8, 2026

Subject: Fireworks Purchase Order

Financial Impact:
$40,000 - 100-103-46499 - PROFESSIONAL SERVICES

Attachments:
None

Background:
In March 2025, the Board approved a three-year contract extension for fireworks displays for Community Days. The FY27 budget provides funds for such services. The cost is $40,000. Approval of Purchase Order 27-01207 is respectfully requested.

Recommendation:
Motion to approve purchase order number 27-01207 and payment in the amount of $40,000 to Mad Bomber Fireworks Productions, La Porte, IN, for fireworks displays.

VILLAGE OF
Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Erick Broz, Utilities Superintendent

For: Village Board Meeting of June 8, 2026

Subject: Secondary Clarifier Rebuild Kits

Financial Impact:
$41,731.10 - 520-457-48770 - Rebuild Kit

Attachments:
1. Rebuild Kit

Background:
The secondary clarifiers are a critical component of the treatment process at the Water Reclamation Facility. The gearboxes have been operating continuously, 24/7, for more than 20 years and are approaching the end of their service life. Ordering these key components is a major step in the project rehabilitation. Evoqua Water Technologies is the sole source provider and the only manufacturer of compatible replacement parts for the existing equipment.

Recommendation:
Motion to approve purchase order number 27-01234 and payment for the Secondary Clarifier Rebuild Kits from Evoqua Water Technologies in the amount of $41,731.10.

Evoqua Products and Services Proposal

Prepared For:

VILLAGE OF MUNDELEIN

300 PLAZA CIR
Mundelein, IL 60060-2342

Quote #: 02510912 R1

Transforming Water. Enriching Life.®

Proposal For: VILLAGE OF MUNDELEIN
Roger Wickerscheim
300 PLAZA CIR
Mundelein, IL 60060-2342
Phone:

Dean Wentz
Evoqua Water Technologies
N19W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188
+12625218333
dean.wentz@xylem.com

Item Pricing Summary

H40A Drive Rebuild Primary Section

Item	Part No Description	Qty	Net Price	Ext Price
1	W3T61324 RED_MTR ASSY,XP, SK473-56C,118:1,.50HP; 603-81877-82	2 EA	$6,221.83	$12,443.66
2	W2T118495 SPROCKET,#80BS 16T 1.250"B SOLID KW&SS;; 303-606-1	2 EA	$147.43	$294.86
3	W2T118104 SPROCKET-SHEAR PIN, 80 1.752"B W/KW; 303-1779-1	2 EA	$2,321.63	$4,643.26
4	W2T119136 CHAIN-ROLLER,#80L,P & C,REDI-LUBE,51PTCH; 841-28074	2 EA	$292.71	$585.42
5	W3T259317 PIN-SHEAR, .375"DIA X 1.62", 1156 SH.VAL; 103-81624-29	12 EA	$8.00	$96.00
6	W2T119930 CHAIN;CONNECTING LINK;80L-CL;STL; 841-28090	2 EA	$21.40	$42.80

Currency: USD

H40A Drive Rebuild Intermediate and Turntable Section

Item	Part No Description	Qty	Net Price	Ext Price
1	W3T553804 WORM GEAR,FIELD REBUILD KIT H40A, EXP; 603-100110-80	2 EA	$6,535.32	$13,070.64
2	W3T22480 KIT-REBUILD,TURNTABLE PARTS H40A-LT/HT; 603-82085-80	2 EA	$3,577.23	$7,154.46

Currency: USD

Quote Totals

Item(s) Subtotal:	$ 38,331.10
Freight:	$ 3,400.00
Total Net Price:	$ 41,731.10

Proposal Notes

Drive Assembly description: 603-81657-186 DRIVE ASSY-H40ALT, CW,XPRF,W/SHEAR PIN,0.04RPM

Delivery: 6-8 weeks

Minimum Order Requirement is $1,200.00 USD. An Order Processing Fee of $295.00 USD to be charged on all orders under $10,000.00 USD. Estimated ship lead times are estimates only and are subject to change based on current Engineering schedules, current Manufacturing schedules and components availability at time of Accepted order.

Pricing does not include any engineering hours for drawings, or submittals. Requests for drawings or submittals at time of order will require approval and will incur extra fees. Restocking fees will apply to any items returned.

Please provide tax exempt certificate with purchase order. Additionally, please include SHIP TO and BILL TO addresses at the time of purchase order or signed agreement.

Our Manufacturing Rep in your area is:

Representative:	DEAN WIEBENGA
Company:	PETERSON AND MATZ INC
Address:	133 W MAIN ST STE 231
	Northville, MI, 48167-1547
Phone:	(847) 844-4405
Email:	

Payment Terms and Delivery

PO Terms

Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Shipping Information

- Prepaid and Add: Shipping and Handling Charge

Terms

- This quote is valid until 06/01/26
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions

Taxes, Tariffs and Duties

- The pricing provided in this proposal does not include applicable Sales Tax or GST.
- If your company is exempt from Sales Tax or GST, or eligible for a reduced rate of tax, a tax exemption certificate must be provided no later than with your purchase order.
- If a timely, valid exemption certificate or other documentation is not provided, any applicable Sales Tax or GST will be invoiced and payable.
- New customers may be required to supply a signed credit application to be approved for credit terms.
- NOTE: You may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faqs/. Ask us how to avoid paying fees by migrating to ACH CTX payment type.
- Unless Seller's Documentation specifically provides otherwise, all taxes, levies, duties, tariffs and other governmental charges, and any incremental increases thereto, shall be paid by the Buyer. Seller reserves the right to adjust pricing and schedule of the affected goods to reflect any impact resulting from tariffs. Seller is not obligated to deliver the goods and/or services until an agreement on the new price and/or schedule has been reached.

Purchase Order

- Customer must provide a VALID hard copy Purchase Order reflecting N30 - Net 30 days terms for all services/equipment. If a VALID hard copy Purchase Order cannot be provided, a credit card payment must be received in advance of the order.
- VALID hard copy Purchase Order should be sent to dean.wentz@xylem.com
- If paying by credit card in lieu of Purchase Order, contact your Sales Representative.

  You may also mail to:

  Evoqua Water Technologies
  N19W23993 Ridgeview Pkwy, Suite 200
  Waukesha, WI 53188

  Payment SHOULD NOT be sent to this above address.

Evoqua Water Technologies Banking Details

ACH - CTX

Evoqua's preferred payment method is via ACH - CTX:
JP Morgan Chase Bank
Attn: Evoqua Water Technologies, LLC
Account #: 603148011
Swift Code: CHASUS33
ACH Routing / ABA: 044000037
Wire Routing / ABA: 021000021
Remittance details should go to: electronicfunds@xylem.com

PAPER CHECKS VIA POSTAL SERVICE

Paper checks via Postal Service:
Send to our Lockbox, address is:
Evoqua Water Technologies LLC
28563 Network Place
Chicago, IL 60673-1285

PAPER CHECKS VIA OVERNIGHT / COURIER

Paper checks via Overnight / Courier:
JP Morgan Chase Bank
Attn: Evoqua Water Technologies Lockbox 28563
131 S Dearborn, 6th Floor
Chicago, IL 60603
Remittance details should go to: electronicfunds@xylem.com

**** If ever instructed to change banking information, contact us immediately at 1-800-466-7873 ****

1. Agreement, Integration and Conflict of Terms. "Proposal" means the Seller's quotation, proposal and/or sales form, including any special conditions expressly incorporated by reference, and these terms and conditions. "Seller" means the applicable affiliate of Xylem Inc. that is party to the Agreement. "Buyer" means the entity that is party to the Agreement with Seller. "Agreement" means the definitive agreement, comprised of the Proposal and any other documents expressly included or incorporated by reference will govern the Buyer and Seller relationship. Seller's Proposal is expressly conditioned on Buyer's acceptance of these terms and conditions. Any additional or different terms and conditions contained in Buyer's purchase order or other communication will have no effect on the Agreement unless specifically agreed to in writing by the parties; and Seller hereby objects, and any such proposed modifications will not constitute Seller's acceptance of any such modifications. Seller's commencement of performance or delivery will not be deemed or construed as acceptance of Buyer's additional or different terms and conditions. In the case of any conflict among the foregoing documents, these terms will take precedence with the exception of (i) price and delivery, which will be governed by the order acknowledgment (if any) and invoice; and (ii) the Warranty, which will be governed by Seller's product documentation. This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties and, further, can only be altered, modified or amended with the express written consent of Seller.

2. Proposal, Withdrawal, Expiration. Unless otherwise stated in writing, Proposals are valid for thirty (30) calendar days from the date of issuance, unless otherwise provided therein. Seller reserves the right to cancel or withdraw the Proposal at any time with or without notice or cause prior to acceptance by Buyer to the Proposal terms, or after Buyer' acceptance if Buyer fails to complete any actions required by the Proposal for Seller to proceed. Seller nevertheless reserves its right to accept any contractual documents received from Buyer after this 30-day period.

3. Prices. Prices apply to the specific quantities stated in the Proposal. Prices include handling fees and standard packing according to Seller's specifications for delivery. Buyer will, as an additional charge, pay all costs and taxes for special packing requested by Buyer, including packing for exports. To the extent allowed under law, prices are subject to change without notice. The price for the goods does not include any applicable sales, use, excise, Goods and Services Tax, Value Added Tax, or similar tax, duties, tariffs, or other governmental charges. Buyer will have the responsibility for the payment of all such applicable levies.

4. Payment Terms. Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should Buyer's credit standing not meet Seller's acceptance. Unless different payment terms are expressly set forth in the applicable Proposal or order acknowledgment or Sales Policy Manual, goods will be invoiced upon shipment. Buyer's payment must be in Seller's local currency, as determined by Seller's office location to which the order has been submitted. Any payment amount made by Buyer via credit card will be subject to a 3.0% charge. Payment in full is due within thirty (30) days from the invoice date ("Payment Due Date"), unless otherwise stated in Seller's documentation. Any Buyer-requested delivery delay solely affects delivery date and will not in any way alter the original Payment Due Date. If Buyer fails to make payment when due, Buyer agrees that Seller may apply a service or finance charge of the lesser of (i) one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or (ii) the highest rate permitted by applicable law, on the unpaid balance of the invoice from and after the invoice due date. Buyer is responsible for all costs and expenses associated with any checks returned due to insufficient funds. All credit sales are subject to prior approval of Seller's credit department. Export shipments will require payment prior to shipment or an appropriate Letter of Credit. If, during the performance of the Agreement, the financial responsibility or condition of Buyer is such that Seller in good faith deems Buyer insecure, Seller may: (a) request financial assurances; (b) suspend performance and will not be obligated to continue performance under the Agreement; (c) stop goods in transit and defer or decline to make delivery of goods, except upon receipt of satisfactory security or cash payments in advance; and/or (d) terminate the order per Article 11. Seller also retains any/all rights to enforce payment defaults to the full price of the work completed and in process. Upon default by Buyer in payment when due, if Buyer fails to immediately and without demand pay to Seller the entire amount in default for any and all shipments made to Buyer, irrespective of the applicable terms and/or contract under which those shipments were as a debt due to Seller, Seller may withhold all subsequent shipments until the full amount in default is settled. Acceptance by Seller of less than full payment will not be a waiver of any of its rights hereunder. Buyer may not assign or transfer this Agreement or any interest in it, or monies payable under it, without the prior written consent of Seller and any assignment made without this consent will be null and void.

5. Title, Delivery, Risk of Loss, Delay. Delivery dates are estimates, and time is not of the essence. Unless otherwise specified by Seller, delivery and transfer of risk of loss for shipments to Buyers that are not Related Party Buyers will be made Ex Works (Incoterms 2020), Seller's plant or Distribution Center. Title will pass when risk of loss transfers. If Seller is required to warehouse or store goods on behalf of Buyer, due to a Buyer delay or request (see Article 23), warehouse and storage fees will be applied and payable upon invoice, as will any required maintenance throughout the delay. Risk of loss for all stored goods will be borne by Buyer from the start of this period. Seller has no obligation to the Buyer to arrange insurance while Buyer's goods are in storage at named place, with all such responsibility and insurance to be borne by Buyer accordingly. Seller will not be responsible to Buyer for any loss, whether direct, indirect, incidental or consequential in nature, or for any loss of profits or revenue, or liquidated damages, arising out of or relating to any failure of the goods to be delivered by the specified delivery date. In the absence of specific instructions, Seller will select the carrier. Buyer will reimburse Seller for the additional cost of its performance resulting from inaccurate or lack of delivery

instructions, or by any act or omission on Buyer's part. Any such additional cost may include storage, insurance, protection, re-inspection and delivery expenses. Buyer further agrees that any payment due on delivery will be made on delivery into storage as though goods had been delivered in accordance with the order.

"Related Party Buyers" means Buyers, directly or indirectly, owned more than fifty percent (50%) by Xylem Inc. or under significant or joint control by Xylem Inc. For export shipments from the U.S.A. to Related Party Buyers, delivery and transfer of risk of loss for the goods will be DAP (Incoterms 2020), port of destination unless otherwise specified. Related Party Buyer will be importer of record for any customs clearance. For shipments to Related Party Buyers that are not export shipments from the U.S.A., delivery and transfer of risk of loss will be FCA (Incoterms 2020), Seller's plant or Distribution Center unless otherwise specified. For all Related Party Buyer transactions, title will pass to Buyer when risk of loss passes to Buyer.

Buyer grants to Seller a continuing security interest in and a lien upon the goods supplied by Seller under this Agreement and the proceeds thereof (including insurance proceeds), as security for the payment of all such amounts and the performance by Buyer of all of its obligations to Seller under the Agreement and all such other sales, and Buyer will have no right to sell, encumber or dispose of the goods. Buyer's respective insurance policy for any such Seller claim will include a waiver of subrogation in favor of Seller. Buyer will execute any and all financing statements and other documents and instruments and do and perform any and all other acts and things which Seller may consider necessary, desirable, or appropriate to establish, perfect or protect Seller's title, security interest and lien. In addition, Buyer authorizes Seller and its agents and employees to execute any and all such documents and instruments and do and perform any and all such acts and things, at Buyer's expense, in Buyer's name and on its behalf. Such documents and instruments may also be filed without the signature of Buyer to the extent permitted by law.

6. Warranty. Except as provided above, for goods sold by Seller to Buyer(s) that are used by Buyer for personal, family or household purposes, Seller warrants the goods to Buyer on the terms of Seller's limited warranty available on Seller's website. For any other purpose, Seller warrants that the goods sold to Buyer under the Agreement (with the exception of software, membranes, seals, gaskets, elastomer materials, coatings and other "wear parts" or consumables all of which are not warranted except as otherwise provided in the Proposal) will be (i) built in accordance with the specifications referred to in the Proposal, if such specifications are expressly made a part of the Agreement, and (ii) free from defects in material and workmanship for a period of one (1) year from the date of installation or eighteen (18) months from the date of shipment (which date of shipment will not be greater than thirty (30) days after receipt of notice that the goods are ready to ship), whichever occurs first, unless a longer or shorter period is specified in the product documentation (the "Warranty"). For services, the warranty period will be three (3) months from the date the services are performed unless otherwise expressly set forth in the Proposal or sales form or order acknowledgment.

Seller will, at its option, either repair or replace any goods which fails to conform with the Warranty; provided, however, that under either option, Seller will not be obligated to remove the defective goods or install the replaced or repaired goods and Buyer will be responsible for all other costs, including service costs, shipping fees and expenses.

Buyer's failure to comply with Seller's repair or replacement advice will constitute a waiver of Buyer's rights and render all warranties void. Any parts repaired or replaced by Seller under the Warranty are warranted only for the remaining balance of the warranty period. The Warranty is conditioned on Buyer giving written notice to Seller of any defects in material or workmanship of warranted goods within ten (10) days, or shorter period as dictated by the issue, of the date when any defects are first manifest. Seller will have no warranty obligations to Buyer with respect to any goods or parts of the goods that: (a) have been repaired by third parties other than Seller or without Seller's written approval; (b) have been subject to misuse, misapplication, neglect, alteration, accident, or physical damage; (c) have been used in a manner contrary to Seller's instructions for installation, operation and maintenance; (d) have been damaged from ordinary wear and tear, corrosion, or chemical attack; (e) have been damaged due to abnormal conditions, vibration, failure to properly prime, or operation without flow; (f) have been damaged due to a defective power supply or improper electrical protection; (g) have been damaged resulting from the use of accessory equipment not sold by Seller or not approved by Seller in connection with goods supplied by Seller hereunder; or (h) not sold by Seller or its authorized supplier. In any case of goods not manufactured by Seller, there is no warranty from Seller; however, Seller will extend to Buyer any warranty received from Seller's supplier of such goods.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. BUYER'S EXCLUSIVE REMEDY AND SELLER'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO REPAIRING OR REPLACING THE GOODS AND WILL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE BUYER HEREUNDER.

7. Inspection. Buyer will have the right to inspect the goods upon their receipt. When delivery is to Buyer's site or to a project site, Buyer will notify Seller in writing of any apparent shipment shortages, damages, or nonconformity of the goods within three (3) days from receipt by Buyer, unless a shorter period is required in Seller's Proposal. For all other deliveries, Buyer will notify Seller in writing of any nonconformity with this Agreement within fourteen (14) days from receipt by Buyer. Failure to give such

applicable notice will constitute a waiver of Buyer's right to inspect and/or reject the goods for nonconformity and will be equivalent to an irrevocable acceptance of the goods by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller unless different terms are expressly set forth in Seller's Proposal

8. SELLER'S LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT WILL SELLER'S LIABILITY EXCEED THE AMOUNT PAID BY BUYER UNDER THIS AGREEMENT. SELLER WILL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, LIQUIDATED, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, TREBLE, OR EXEMPLARY DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY WILL BE EFFECTIVE WITHOUT REGARD TO SELLER'S ACTS OR OMISSIONS OR NEGLIGENCE OR STRICT LIABILITY IN PERFORMANCE OR NON-PERFORMANCE HEREUNDER.

To the extent the Agreement provides a specified remedy for a default or breach, the given remedy will be Seller's sole liability and Buyer's sole and exclusive remedy for the default or breach to the exclusion of any and all other remedies that may be available at law, in equity, or otherwise. The terms of this Article 8 survive expiry or termination of the Agreement and prevail over all other provisions contained in the Agreement.

9. USED GOODS. USED GOODS ARE SOLD IN AN AS IS, WHERE IS CONDITION. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE NATURE, QUALITY OR CONDITION OF THE GOODS, OR ITS SUITABILITY FOR ANY USE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS EXPRESSLY AGREED UPON IN WRITING BETWEEN THE PARTIES. SELLER WILL HAVE NO LIABILITY TO BUYER HEREUNDER OR IN CONNECTION WITH THE GOODS, INCLUDING WITHOUT LIMITATION, FOR LOSS OF PROFIT, LOSS OF INCOME, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.

10. Force Majeure. Seller may cancel, terminate, or suspend this Agreement and Seller will have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to acts or omissions of Buyer and/or its contractors, or due to Force Majeure. "Force Majeure" means any event or circumstance beyond Seller's reasonable control, including but not limited to: (A) acts of God, such as natural disasters, drought, fire, flood, earthquake, tsunami; (B) war (declared or undeclared), riots, insurrection, rebellion, acts of the public enemy, acts of terrorism, sabotage, blockades, governmental authorities acts or inactions, embargoes; (C) disease, pandemics, epidemics; (D) currency restrictions; and (E) labor shortages or disputes, unavailability of components, materials, or parts, fuel, power, energy or transportation facilities; failures of suppliers or subcontractors to effect deliveries. In all such cases, the time for performance will be extended in an
amount equal to the period necessary for Seller to recover from the event, provided that Seller will, as soon as reasonably practicable after it has actual knowledge of the beginning of any excusable delay, notify Buyer of the delay and of the anticipated duration and consequence thereof; and, to the extent the Force Majeure impacts the pricing specified in the Proposal or Agreement, as the case may be, Seller will notify Buyer of the revised pricing and its basis. Should Buyer reject any such Force Majeure-related pricing increase, the parties will resolve in accordance with the Agreement's dispute resolution process. Seller will resume performance of its obligations hereunder with the least possible delay.

11. Cancellation; Termination. Except as otherwise provided in this Agreement, no order may be cancelled on special or made-to-order goods or unless otherwise requested in writing by either party and accepted in writing by the other. If a cancellation is requested by Buyer, Buyer will, within thirty (30) days of such cancellation, pay Seller a cancellation fee, which will include all costs and expenses incurred by Seller prior to the receipt of the request for cancellation including, but not limited to, all commitments to its suppliers, subcontractors and others, all fully burdened labor and overhead expended by Seller, plus a reasonable profit charge. Return of goods will be in accordance with Seller's most current Return Materials Authorization and subject to a minimum fifteen percent (15%) restocking fee, unless otherwise specified.

Notwithstanding anything to the contrary in the Agreement, if the commencement by or against Buyer of any voluntary or involuntary proceedings in bankruptcy or insolvency, or if Buyer will be adjudged bankrupt, make a general assignment for the benefit of its creditors, or if a receiver will be appointed on account of Buyer's insolvency, Seller may, upon providing Buyer notice that has immediate effect upon issuance, terminate the Agreement. If Buyer fails to make any payment when due under this Agreement, or if Buyer does not correct or, if immediate correction is not possible, commence and diligently continue action to correct any default of Buyer to comply with any of the provisions or requirements of this Agreement within ten (10) calendar days after being notified in writing of such default by Seller, Seller may, by written notice to Buyer, without prejudice to any other rights or remedies which Seller may have, terminate its further performance of this Agreement. If any termination under this Article 11, Seller will be entitled to receive payment as if Buyer has cancelled the Agreement as per the preceding paragraph immediately and without notice as a debt due. Seller may nevertheless elect to complete its performance of this Agreement by any means it chooses. Buyer agrees to be responsible for any additional costs incurred by Seller in so doing. Upon termination of this Agreement, the rights, obligations and liabilities of the parties which will have arisen or been incurred under this Agreement prior to its termination will survive such termination.

12. Drawings. All drawings are the property of Seller. Seller does not supply detailed or

shop working drawings of the goods; however, Seller will supply necessary installation drawings. The drawings and bulletin illustrations submitted with Seller's Proposal show general type, arrangement and approximate dimensions of the goods to be furnished for Buyer's information only and Seller makes no representation or warranty regarding their accuracy. Unless expressly stated to the contrary within the Proposal, all drawings, illustrations, specifications or diagrams form no part of this Agreement. Seller reserves the right to alter such details in design or arrangement of its goods which, in its judgment, constitute an improvement in construction, application or operation. After Buyer's acceptance of this Agreement, any changes in the type of goods, the arrangement of the goods, or application of the goods requested by Buyer will be made at Buyer's expense.

13. Confidential Information. Seller's designs, illustrations, drawings, specifications, technical data, catalogues, "know-how", economic or other business or manufacturing information (collectively, "Confidential Information") disclosed to Buyer will be deemed proprietary and confidential to Seller. Buyer agrees not to disclose, use, or reproduce any Confidential Information without first having obtained Seller's written consent. Buyer's agreement to refrain from disclosing, using or reproducing Confidential Information will survive completion of the work under this Agreement. Buyer acknowledges that its improper disclosure of Confidential Information to any third party will result in Seller's suffering irreparable harm. Seller may also seek injunctive or equitable relief to prevent Buyer's unauthorized disclosure.

14. Installation and Start-up. Unless otherwise agreed to in writing by Seller, installation will be the sole responsibility of Buyer. Where start-up service is required with respect to the goods purchased hereunder, it must be performed by Seller's authorized personnel or agents; otherwise, the warranty is void. If Buyer has engaged Seller to provide an engineer for start- up advisory services such engineer will function in an advisory capacity only and Seller will have no responsibility for the quality of workmanship of the installation. In any event, Buyer understands and agrees that it will furnish, at Buyer's expense, all necessary foundations, supplies, labor and facilities that might be required to install and operate the goods.

15. Specifications; Back-charges. Changes in specifications requested by Buyer are subject to Seller's written approval. If such changes are approved, the price for the goods and the delivery schedule will be changed to reflect such changes. Buyer will not make purchases, nor will Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

16. Buyer's Warranty. Buyer warrants the accuracy of any and all information relating to the details of its operating conditions, including influent quality, temperatures, pressures, and where applicable, the nature of all hazardous materials. Seller can justifiably rely upon the accuracy of Buyer's information in its performance. Should Buyer's information prove inaccurate, Buyer agrees to reimburse Seller for any losses, liabilities, damages and expenses that Seller may have incurred as a result of any inaccurate information provided by Buyer to Seller.

17. Product Recalls. In cases where Buyer purchases for resale, Buyer will take all reasonable steps (including those measures prescribed by the Seller) to ensure: (a) all customers of the Buyer and authorized repairers who own or use affected goods are advised of every applicable recall campaign of which the Buyer is notified by the Seller; and (b) modifications notified to Buyer by Seller by means of service campaigns, recall campaigns, service programs or otherwise are made with respect to any goods sold or serviced by Buyer to its customers or authorized repairers. Should Buyer fail to perform any of the actions required under this obligation, Seller will have the right to obtain names and addresses of the Buyer's customers from Buyer and Seller will be entitled to get into direct contact which such customers.

18. GOVERNING LAW. THE TERMS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE JURISDICTION WHERE SELLER'S OFFICE IS LOCATED TO WHICH THIS ORDER HAS BEEN SUBMITTED (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER WILL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. THIS ARTICLE 18 WILL SURVIVE ANY TERMINATION, CANCELLATION, OR EXPIRATION OF THE AGREEMENT.

19. DISPUTE RESOLUTION. Prior to the commencement of any litigation, in the event of any dispute between the Buyer and Seller arising out of or in connection with the Agreement or the good or services contemplated therein; Buyer and Seller agree to first make a good faith effort to resolve the dispute informally. The first attempt at dispute resolution shall be made by the technical project managers (or equivalent) of the parties. Should resolution not be reached within ten (10) business days, senior management of both parties will attempt to resolve the dispute. If the parties are still unable to resolve the dispute, the dispute will be sent to litigation. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT

20. Compliance. Buyer shall adhere to all laws, rules and regulations applicable to both itself and the commercial relationship with Seller, such as anti-boycott provisions and compliance with the U.S. Foreign Corrupt Practices Act. Seller's goods, including any software, documentation and any related technical data included with, or contained in, or utilized by such goods or deliverables, may be subject to applicable export laws and regulations, including United States Export Administration Regulations and Buyer will comply with all such applicable laws and regulations. In particular, the Buyer will not, and will not permit any third parties to, directly or indirectly, export, re-export or release any goods to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any goods is prohibited by applicable law, regulation or rule. The Buyer will be responsible for any breach of this Article 20.

21. Privacy and Customer Data. Buyer acknowledges that Seller may collect and process personal data for the purposes outlined in the Agreement. Seller's data privacy policy is available at https://www.xylem.com/en-us/support/privacy/. Buyer acknowledges that it has read and understood Seller's privacy policy and agrees to the use of personal data outlined herein. The collection and use of personal data by Buyer is Buyer's responsibility. Some Seller goods are equipped with cloud communication capability resulting in these goods automatically transmitting, on an encrypted basis, data to Seller's X-Cloud. Unless otherwise specified in the Agreement, Buyer agrees and authorizes Seller to indefinitely store any data collected from Seller goods ("Customer Data") on Seller's hardware, software, networking, storage, and related technology. Buyer grants Seller and Seller's affiliates a worldwide, royalty-free, non-exclusive, irrevocable right and license to access, store and use such Customer Data to: (a) provide services; (b) analyze and improve services; (c) analyze and improve any Seller or affiliate goods or software; and (d) for any other internal use, provided any such internal use is limited to using the Customer Data in an aggregated and anonymized manner that cannot be reconstituted as Buyer's Customer Data.

22. Titles; Waiver; Severability. The article titles are for reference only and will not limit or restrict the interpretation or construction of this Agreement. Seller's failure to insist, in any one or more instances, upon Buyer's performance of this Agreement, or to exercise any rights conferred, will not constitute a waiver or relinquishment of any such right or right to insist upon Buyer's performance in any other regard. The partial or complete invalidity of any one or more provisions of this Agreement will not affect the validity or continuing force and effect of any other provision.

23. Changes. Any requested change(s) to the work set forth in this Agreement, including to the delivery schedule, requires the parties to enter into a written change order that contains a description of the change(s) and all other applicable terms, including change in price, storage fees, and/or delivery schedule ("Change Order"). A Change Order may be requested by either party. For any Buyer-related change to the delivery schedule, including any due to a Buyer delay, the parties will enter into a Change Order and any such Change Order will state the revised delivery date(s), the revised Agreement price, storage and maintenance fees, and all other respective revisions. Seller will not be obliged to proceed with any change and no such change will be binding or have any effect on Seller or this Agreement unless/until the parties enter into a Change Order; provided, however, that if Seller must store goods due to a buyer delay, all associated risk, expenses, and fee will nonetheless be borne by Buyer from the beginning of the delay period. Should Seller's ability to proceed with the work be altered by Buyer's delay in entering into a Change Order, Seller also will be entitled to assess late fees and suspend performance of all work for the period of delay.

Agreed to by:_____
Signature