

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2013-001

AN ORDINANCE AMENDING VERNON HILLS CODE OF ORDINANCES, APPENDIX B  
– DEVELOPMENT ORDINANCE, APPENDIX 1, PROJECT DOCUMENTS, EXHIBIT NO.  
1(A), 1 (B) AND EXHIBIT 2

THE 19<sup>th</sup> DAY OF FEBRUARY 2013

Published in pamphlet form by the Authority of the  
President and Board of Trustees of the Village of  
Vernon Hills, Lake County, Illinois, this 20<sup>th</sup> Day of  
February 2013

**ORDINANCE NO. 2013-001**

**AN ORDINANCE AMENDING VERNON  
HILLS CODE OF ORDINANCES, APPENDIX  
B – DEVELOPMENT ORDINANCE,  
APPENDIX 1, PROJECT DOCUMENTS,  
EXHIBIT NO. 1(A), 1 (B) AND EXHIBIT 2**

**WHEREAS**, the Village of Vernon Hills is a municipal corporation organized and existing under the Statutes of the State of Illinois and empowered by statutes; and

**WHEREAS**, the Village is a home rule municipality pursuant to Section 6 of Article VII of the Illinois Constitution; and

**WHEREAS**, the Village from time to time updates its codes and ordinances in order to keep them current and in compliance with best practices; and

**WHEREAS**, the Village desires to update and amend the Performance, Maintenance and Payment Bond and the Unconditional Irrevocable Letter of Credit form language found in Appendix B of the Development Ordinance of the Village Code of Ordinances.

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

**SECTION I. CODE AMENDMENT.** Appendix B – Development Ordinance, Appendix 1 entitled Project Documents, Exhibit No. 1 (a), 1 (b) and Exhibit 2 is hereby amended as set forth in Attachment 1 of this Ordinance.

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

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 REPEAL AND SAVINGS CLAUSE.** All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the Village of Vernon Hills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

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

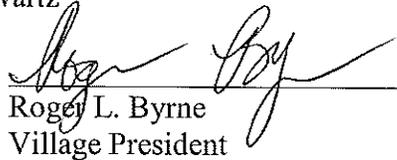
**SECTION V. ORDINANCE NUMBER.** This ordinance shall be known as Ordinance Number 2013-001.

Adopted by roll call vote as follows:

AYES: 5 – Hebda, Koch, Marquardt, Schultz, Byrne

NAYS: 0 - None

ABSENT AND NOT VOTING: 2 – Williams, Schwartz

  
\_\_\_\_\_  
Roger L. Byrne  
Village President

PASSED: 2/19/2013

APPROVED: 2/19/2013

PUBLISHED IN PAMPHLET FORM: 2/20/2013

ATTEST

  
\_\_\_\_\_  
Michael S. Allison, Village Clerk

**Exhibit A**

EXHIBIT NO. 1(a)

PERFORMANCE, MAINTENANCE, AND PAYMENT BOND

Know all men by these presents that we, \_\_\_\_\_  
(INSERT DEVELOPER ENTITY) \_\_\_\_\_, (hereinafter called  
the "Principal"), as Principal, and \_\_\_\_\_ (INSERT SURETY/BOND  
COMPANY), a corporation organized and existing under the laws of the state of \_\_\_\_\_  
\_\_\_\_\_ and authorized to transact business in the State of Illinois, (hereinafter  
called the "Surety"), as Surety, are held and firmly bound unto the Village of Vernon  
Hills, Lake County, Illinois, (hereinafter called the "Obligee"), as Obligee, in the penal  
sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) good and  
lawful money of the United States of America, being one hundred ten (110%) percent of  
the amount of the estimated cost of all of the construction work, including public and  
private construction work (but not including buildings) and parkway and common area  
landscaping required to complete the project referred to below ("Project Improvements"),  
as approved by the Board of Trustees of the Village of Vernon Hills on \_\_\_\_\_  
20 \_\_\_\_\_, for the payment of which, well and truly to be made, we bind ourselves,  
our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly  
by these presents.

Whereas, the Principal is seeking to develop the real property commonly known as  
\_\_\_\_\_.

Whereas, the Principal, by accepting approval of the development project by the Obligee,  
has agreed with the Obligee to complete the Project Improvements in a workmanlike  
manner, according to engineering standards recognized as acceptable in the industry, and  
as more clearly indicated on the plans and specifications approved by the Village and  
prepared by \_\_\_\_\_, dated \_\_\_\_\_, with a  
latest revision date of \_\_\_\_\_, with an identification project name or number \_\_\_\_\_  
\_\_\_\_\_ ("Plans"); copies of said Plans for such Project Improvements and for said  
contemplated costs being attached hereto and made a part hereof as fully and to the same  
extent as if it were copied at length herein.

Whereas, the Obligee's approval of said development is conditioned upon and subject to  
the completion of the Project Improvements and subject to the payment for the  
completion of the Project Improvements, all as indicated on the Plans.

Whereas the above bounden Principal, by accepting approval of the development project  
by the Obligee, and by accepting issuance of building permits by the Village, has agreed  
with the above named Obligee, to construct, to maintain for a period of two years after  
the acceptance of the Project Improvements by the Obligee, and to pay fully all earned  
amounts due to persons and firms retained by Principal to furnish labor, equipment,  
machinery, and materials for the Project Improvements in the Village of Vernon Hills

and/or in the vicinity thereof, Lake County, Illinois, in accordance with Plans approved by the Board of Trustees of the Village of Vernon Hills on \_\_\_\_\_, 20\_\_\_\_, which agreement is hereby referred to and made a part hereof as fully and to the same extent as if it were copied at length herein.

Now therefore the condition of the above obligation is such that if the above bounden Principal well and truly shall keep, do, construct or have constructed and completed the Project Improvements herein described, shall pay the cost of such construction, shall pay all contemplated costs associated with such construction, shall hold the Obligee and its Board of Trustees harmless from any loss, costs or damages by reason of the Principal's failure to complete the construction, and perform each and every act, matter, and thing in said agreement set forth and specified to be kept, done, and performed by said Principal at the time and in the manner specified by the Village Code and shall pay over, make good, and reimburse to the above named Obligee all losses, damages, and costs incurred by Obligee which said Obligee may sustain by reason of failure or default on the part of said Principal to complete the Project Improvements or by reason of a defective construction of any of the Project Improvements, then this obligation shall be void; otherwise it shall be and shall remain in full force and effect. The surety, upon receipt of written notice from the Village of Vernon Hills indicating that the Project Improvements have not been installed, completed, or paid for, or that contemplated costs incurred by the Obligee have not been paid, will, at the option of the Obligee, complete the Project Improvements or pay to the Obligee such amount up to the principal amount of this bond which will allow the Obligee to complete the Project Improvements or pay the person who has completed the Project Improvements, and reimburse the Obligee for the contemplated costs.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Developer or Contractor as Principal

by

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Title of Agent

Attest:

\_\_\_\_\_  
Secretary

(Corporate seal)

Signatures continued on next page

Surety

By

---

Surety's Agent

---

Title of Agent

EXHIBIT NO. 1(b)

CERTIFICATE FOR CORPORATE DEVELOPER OR CONTRACTOR  
(PART OF BOND)

I, \_\_\_\_\_ do hereby certify that I am the \_\_\_\_\_  
Secretary of the Corporation named as Principal hereinabove; that \_\_\_\_\_  
who signed the foregoing performance, maintenance, and payment bond in behalf of the  
Principal was then \_\_\_\_\_ of said corporation; that said bond was duly  
signed for and in behalf of said corporation by authority of its governing body and is  
within the scope of its corporate powers.

\_\_\_\_\_  
Secretary

seal

NOTARIAL CERTIFICATE FOR CORPORATE CONTRACTOR (PART OF BOND)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )s.s

I, \_\_\_\_\_, a Notary Public in and for said  
County in the State aforesaid, do hereby certify that \_\_\_\_\_, personally  
known to me to be \_\_\_\_\_ President, and \_\_\_\_\_,  
personally known to me to be \_\_\_\_\_ Secretary of \_\_\_\_\_  
\_\_\_\_\_, the corporation whose name is subscribed to the foregoing performance,  
maintenance, and payment bond, appeared before me this day in person and  
acknowledged that they signed, sealed, and delivered the foregoing instrument as their  
free and voluntary act and as the free and voluntary act of said corporation for the  
purposes and uses therein set forth and that they are duly authorized by the Board of  
Directors of said corporation to execute said bond.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My notarial commission expires on \_\_\_\_\_ 20\_\_

(notarial seal)

(Power of attorney for Surety's agent to be attached hereto)

EXHIBIT NO. 2

UNCONDITIONAL IRREVOCABLE STRAIGHT LETTER OF CREDIT  
(PAYOUT)

TABLE INSET:

Beneficiary:

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

Number: \_\_\_\_\_  
Amount: \$ \_\_\_\_\_

Attention: Village Clerk

Re: \_\_\_\_\_

Ladies and Gentlemen:

We hereby establish and issue our Unconditional Irrevocable Straight Letter of Credit in favor of you, the Village of Vernon Hills, a municipal corporation ("Beneficiary") for the account of \_\_\_\_\_ in an amount of \_\_\_\_\_ Dollars available by presentation of your draft(s) on us at sight marked "Drawn under Letter of Credit # \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_\_".

Subject to the provisions of this Letter of Credit, demand for payment may be made by you, the Beneficiary, by presentation to the Bank at our offices located at \_\_\_\_\_, of a sight draft in the form of Exhibit A attached hereto, appropriately completed, in the amount specified in the accompanying certificate described above.

Demand for payment may be made by you under this Letter of Credit any time prior to 4:00 p.m. on the date of expiration hereof during the Bank's business hours at its aforesaid address, on a business day, and for purposes of this Letter of Credit, the term "business day" means a day that is not a Saturday or Sunday, or other day on which banking institutions in Illinois are authorized by law or executive order to close.

Demand for payment must be accompanied by the following documents:

- (1) Your written statement signed by the Village Manager or by the Village Engineer that payment represents payment or estimated payment required to be made to materialmen, contractors, or subcontractors for construction work, including public and private construction work (but not including buildings), parkway and common area landscaping, required to complete the project ("Project Improvements"), or for removal of the Project Improvements installed to date including restoration, in the event that the Project Improvements are not completed, for \_\_\_\_\_ in the Village of Vernon Hills in accordance with the plans and specifications ("Project Improvements") dated \_\_\_\_\_, 20\_\_\_\_\_ and \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_, and as further approved by the Village of Vernon Hills, Illinois, or for expenditures pursuant to the two (2) year maintenance guaranty. Partial payments are permitted. Payments for expenditures pursuant to the two (2) year maintenance guaranty are also permitted;

or

(2) Your written statement signed by the Village Manager or by the Village Engineer that the Project Improvements required by the applicable ordinances and covenants for the Project have not been satisfactorily completed or paid for, or that said ordinances and covenants have not been complied with, or said Project Improvements have not been maintained in a manner satisfactory to the Village of Vernon Hills.

Multiple drawings shall be permitted, provided the same do not exceed the then existing face value of this Letter of Credit. Each drawing shall reduce the then existing amount of this Letter of Credit, dollar for dollar.

The term of this Letter of Credit shall be extended annually until it is released pursuant to the terms of the applicable ordinances and covenants for the Project or sooner by substitution of a comparable Letter of Credit satisfactory to Beneficiary. In the event a substitution Letter of Credit it accepted by the Village, this Letter of Credit shall be promptly surrendered to the Bank by you upon expiration.

EXCEPT SO FAR AS OTHERWISE STATED HEREIN, THIS CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICES FOR DOCUMENTARY CREDIT (2007 REVISION), THE INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600."

We hereby undertake to honor drafts under and in compliance with the terms of this credit, when accompanied by the documents as specified, when presented to us.

It is a condition of this Letter of Credit and our right to terminate our obligations hereunder that at least 90 days prior to the expiration of this irrevocable credit, we shall notify in writing the corporate authorities of the municipality, by registered mail, return receipt requested, addressed to:

Village Clerk  
290 Evergreen Drive  
Vernon Hills, Illinois 60061

of the impending expiration date. This commitment shall not terminate without such notice. If the work has not been completed, the Letter of Credit shall be automatically renewed on an annual basis until the work has been completed or the Letter of Credit has been drawn upon, unless the ninety (90) day notice of termination of this Letter is provided to the Beneficiary.

Very truly yours,

---

Name of Institution

**Signature on next page**

By

---

Signature of Bank Officer

---

Typed name of authorized signatory

**SIGHT DRAFT**

**UNCONDITIONAL IRREVOCABLE LETTER OF CREDIT**

NO. \_\_\_\_\_

Vernon Hills, Illinois

Date: \_\_\_\_\_

TO: \_\_\_\_\_

At sight, pay to the Village of Vernon Hills, an Illinois municipal corporation, pursuant to the electronic federal wire transfer instructions below, \_\_\_\_\_ and \_\_\_\_\_/100 United States Dollars (\$ \_\_\_\_\_ USD). Drawn upon \_\_\_\_\_ Unconditional Irrevocable Letter of Credit No. \_\_\_\_\_, Pay \_\_\_\_\_

Village of Vernon Hills  
An Illinois Municipal Corporation

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

Name: \_\_\_\_\_  
Title: Village Manager or Village Engineer

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

Name: \_\_\_\_\_  
Title: Village Clerk

**WIRE TRANSFER INSTRUCTIONS:**

Name of Bank: \_\_\_\_\_

ABA No.: \_\_\_\_\_

For the account of: Village of Vernon Hills  
Account No.: \_\_\_\_\_

Contact: Director of Finance 847-367-3700

AFFIDAVIT OF SERVICE

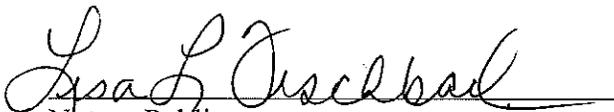
STATE OF ILLINOIS     )  
  )  
COUNTY OF LAKE     )

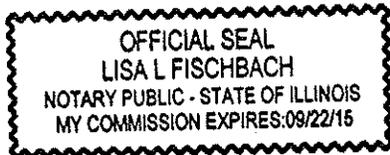
I, MICHAEL S. ALLISON, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE 2013-001, AN ORDINANCE AMENDING VERNON HILLS CODE OF ORDINANCES, APPENDIX B – DEVELOPMENT ORDINANCE, APPENDIX 1, PROJECT DOCUMENTS, EXHIBIT NO. 1(A), 1 (B) AND EXHIBIT 2 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM FEBRUARY 20, 2013 TO MARCH 4, 2013.



\_\_\_\_\_  
MICHAEL S. ALLISON, VILLAGE CLERK

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS 20<sup>th</sup> DAY OF  
FEBRUARY 2013

  
\_\_\_\_\_  
Notary Public



STATE OF ILLINOIS )  
 )  
COUNTY OF LAKE )

CERTIFICATE

I, MICHAEL S. ALLISON, CERTIFY THAT I AM THE DULY APPOINTED VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS. I FURTHER CERTIFY THAT ON FEBRUARY 19, 2013, THE CORPORATE AUTHORITIES OF SUCH MUNICIPALITY PASSED AND APPROVED ORDINANCE 2013-001, AN ORDINANCE AMENDING VERNON HILLS CODE OF ORDINANCES, APPENDIX B – DEVELOPMENT ORDINANCE, APPENDIX 1, PROJECT DOCUMENTS, EXHIBIT NO. 1(A), 1 (B) AND EXHIBIT 2

THE PAMPHLET FOR ORDINANCE NO. 2013-001, INCLUDING THE ORDINANCE AND A COVER SHEET THEREOF WAS PREPARED, AND A COPY OF SUCH ORDINANCE WAS POSTED IN THE VILLAGE HALL, COMMENCING FEBRUARY 20, 2013 AND CONTINUING FOR AT LEAST TEN DAYS THEREAFTER. COPIES OF SUCH ORDINANCE WERE ALSO AVAILABLE FOR PUBLIC INSPECTION UPON REQUEST IN THE OFFICE OF THE VILLAGE CLERK.

DATED IN VERNON HILLS, ILLINOIS, THIS 20<sup>th</sup> DAY OF FEBRUARY, 2013

  
\_\_\_\_\_  
MICHAEL S. ALLISON, VILLAGE CLERK

SEAL

