

AGENDA
COMMITTEE OF THE WHOLE MEETING
Village Hall – Board Room
Monday, October 28, 2019
Following Regular Village Board Meeting

Reasonable accommodations / auxiliary aids will be provided to enable persons with disabilities to effectively participate in any public meetings of the Board. Please contact the Village Administrative Office (847.883.8600) 48 hours in advance if you need special accommodations to attend. The Committee of the Whole will not proceed past 10:30 p.m. unless there is a consensus of the majority of the Trustees to do so. Citizens wishing to address the Board on agenda items may speak when the agenda item is open, prior to Board discussion.

CALL TO ORDER**1.0 ROLL CALL****2.0 ITEMS OF GENERAL BUSINESS****2.1 Planning, Zoning and Land Use**

2.11 Consideration of an Ordinance Regarding an Amendment to Title 12 (Sign Control) of the Lincolnshire Village Code to Permit, and Develop Regulations for, Manual and Electronic Menu Boards for Food Establishments with a Drive-Through (Keyser Industries / McDonald's Restaurant – 450 Milwaukee Avenue)

2.12 Consideration of a First Amendment to Declarations of Whytegate Homeowners Association (Whytegate Homeowner's Association)

2.13 Consideration of a Request for a Roof-Mounted Solar Panel Installation for 444 Social Luxury Apartments (Smash Residential Chicago – 444 and 446 Parkway Drive)

2.14 Consideration of an Ordinance Amending Title 5 (Building Regulations), Chapter 3 (Building Fees and Charges) of the Lincolnshire Village Code (Village of Lincolnshire)

2.2 Finance and Administration**2.3 Public Works****2.4 Public Safety****2.5 Parks and Recreation****2.6 Judiciary and Personnel****3.0 UNFINISHED BUSINESS****4.0 NEW BUSINESS****5.0 EXECUTIVE SESSION****6.0 ADJOURNMENT**

**REQUEST FOR BOARD ACTION
Committee of the Whole
October 28, 2019**

Subject: Sign Control Code (Title 12) Amendment – Manual and Electronic Menu Boards

Action Requested: Consideration of an Ordinance regarding an Amendment to Title 12 (Sign Control) of the Lincolnshire Village Code to Permit, and Develop Regulations for, Manual and Electronic Menu Boards for Food Establishments with a Drive-Through

Petitioner: Keyser Industries / McDonald's Restaurant –
450 Milwaukee Avenue

Originated By/Contact: Tonya Zozulya, Planning & Development Manager

Referred To: Architectural Review Board

Background

- Petitioner Keyser Industries, on behalf of the McDonald's Restaurant at 450 Milwaukee Avenue, seeks an amendment to Title 12 (Sign Control) of the Lincolnshire Village Code (Village Code) to replace two existing manual menu board signs with two new electronic menu board signs. The request is supported by Franchise Realty Investment Trust, owner of the McDonald's property.
- Section 12-18-1(C) of the Lincolnshire Village Code (Sign Variance) allows petitioners to proceed directly to the Architectural Review Board (ARB) for a public hearing regarding sign code amendment and variation requests. However, Keyser Industries/McDonald's requested an opportunity to appear before the Village Board (Board) prior to proceeding to the Architectural Review Board to obtain the Board's input. On September 23, 2019, The Village Board considered this request and provided direction to staff and the petitioner to proceed to the Architectural Review Board for a public hearing and recommendation.
- While considering this request, the Village Board provided direction to review permissibility for gas station electronic signs and to identify the appropriate level of brightness for electronic menu boards (comparable to those adopted by the Village of Deerfield - 1,500 at night and 500 nits during the day). The Code already permits electronic signs for gas stations to identify price information.

Architectural Review Board Recommendations

On October 17, 2019, the ARB held a public hearing/consideration and unanimously recommended approval (see attached Document 5) with the following revisions (staff comments in **bold text**):

1. Increase the maximum daytime brightness level of electronic menu board signs from 1,500 nits to 2,500 nits. **The petitioner recommended this change to counter natural light and enhance menu board readability. The ARB supported this recommendation.**

2. Require the copy area have a light background with contrasting letters during daytime display. **The petitioner recommended this new requirement to the ARB, as a lighter background during daylight hours can reduce glare, reduce light usage, and would provide for consistency in look and feel of all drive-thru menu boards. The ARB supported this recommendation.**
3. Clarify the 20' distance from any lot is the minimum required distance for all menu boards. **Staff addressed this distance requirement in the draft ordinance.**

Chapter 9, Sign Construction and Design: Specific Standards by Sign Type

Current regulations from Section 12-9(1)(A)(3) are proposed to be relocated to new and expanded Section 12-9(1)(H), Sign Construction and Design: Specific Standards by Sign Type, as follows (blue text reflects the ARB-requested revisions):

- H. Menu Boards. One (1) menu board is permitted for each restaurant drive-through aisle where patrons may order and receive food or beverages at a drive-through service aisle, subject to the following conditions:*
1. *Menu boards will be designed only as a monument sign or double post sign.*
 2. *Menu boards will only be located adjacent to, and the sign face must aim toward, the drive-through service aisle.*
 3. *Each menu board will conform to the following regulations:*
 - a. *No more than forty (40) square feet in sign area,*
 - b. *No more than six (6) feet in height; and*
 - c. *No less than twenty (20) feet from any lot line.*
 4. *Menu boards shall be landscaped at the base with evergreen plantings.*
 5. *Menu boards may use an electronic sign, provided it complies with the following standards:*
 - a. *The menu board content may change only once per meal service (breakfast, lunch, and dinner).*
 - b. *Electronic signs shall be turned off when the drive-through service aisle is closed to patrons.*
 - c. *Menu boards may not emit sound, except as part of the communication between the business and the patron.*
 - d. *The content displayed on the electronic sign, and the transition between messages or images, will not use any flashing, blinking, or intermittent lights or other means not providing constant illumination, including strobe lights, spotlights, or floodlights.*
 - e. *The content displayed on the electronic sign will use static images and will not use any animation.*
 - f. *The brightness level of the electronic sign will be limited to no more than 2,500 nits during the day and no more than 500 nits at night, with the electronic sign equipped with a light sensor programmed to automatically adjust the brightness based on ambient light levels.*
 - g. *The sign copy shall have a light-colored background with contrasting letters during daytime display and a black background with contrasting letters during nighttime display.*
 - h. *Pursuant to Section 12-8-1(H)(3), each electronic message sign shall be counted as one item of information. The Village shall interpret and apply this rule so that the electronic message portion of the menu board shall count as one item of*

information only if all content of the electronic message pertains to the same subject matter at any one time. Electronic messages containing more than one subject matter at the same time shall be characterized as two items of information.

Chapter 11, Prohibited Signs

Current Section 12-11-1(R), Prohibited Signs, is proposed to be amended as follows (proposed new language is underlined text):

Signs composed of exposed neon tubing and, electronic display screens, electronic message signs, and similar technologies, unless otherwise permitted by Section 12-9-1(H)(5), 12-9-1(F)(2)(b), a Planned Unit Development, or Master Sign Plan.

Draft Ordinance

A draft ordinance authorizing the amendment is attached (see Document 3).

Approval Process

1. Committee of the Whole (presentation) – September 23, 2019 **COMPLETE**
2. Architectural Review Board (public hearing) – October 17, 2019 **COMPLETE**
3. Committee of the Whole Review (1st reading) – October 28, 2019 **CURRENT**
4. Village Board Approval (2nd reading) – November 11, 2019 **PROJECTED DATE**

Recommendation

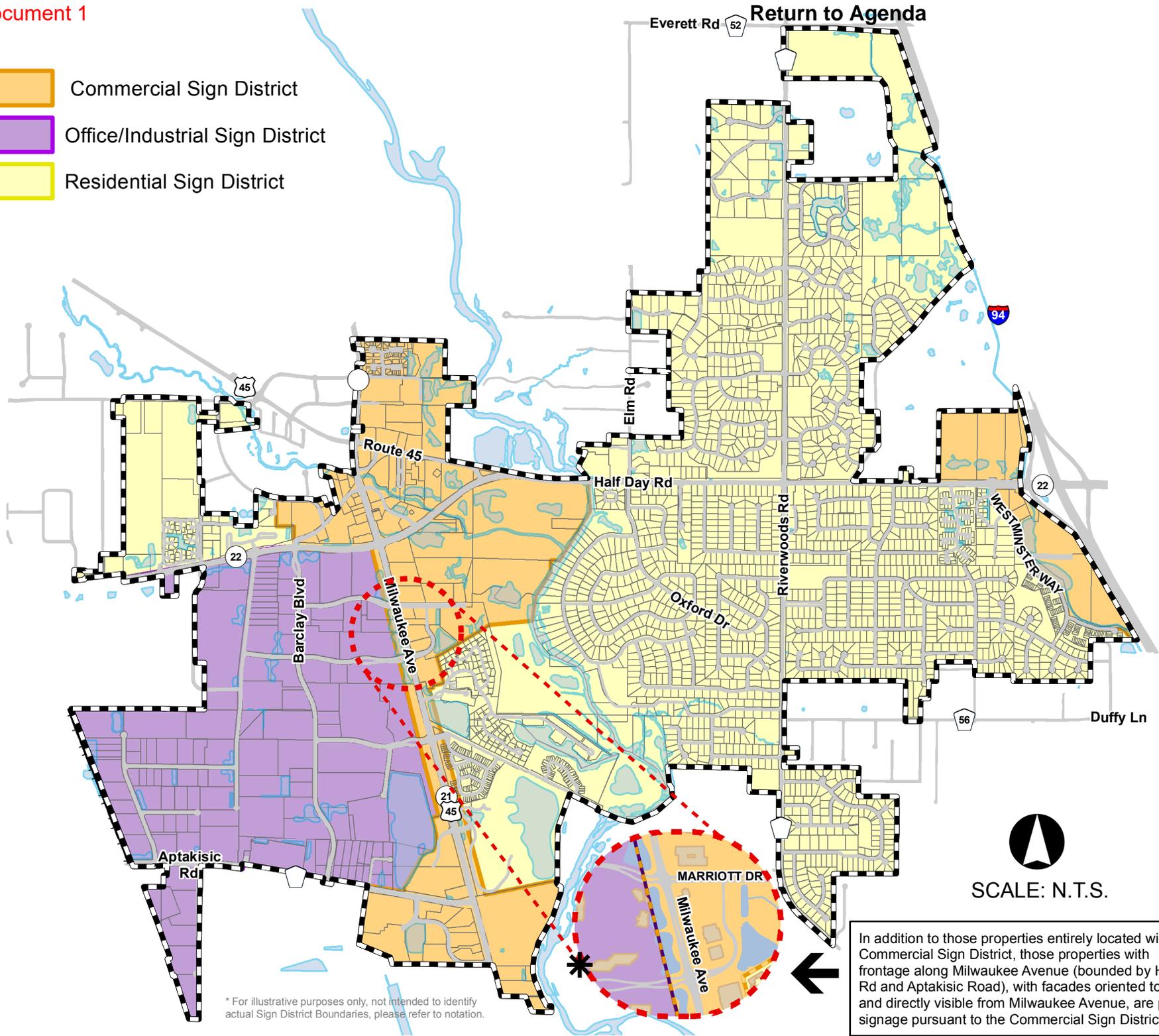
Consideration and placement on the November 11, 2019 Regular Village Board agenda for approval with any revisions.

Reports and Documents Attached

- Document 1: Sign District map.
- Document 2: Letter of request and packet prepared by Keyser Industries, dated October 21, 2019.
- Document 3: Draft ordinance, prepared by the Village Attorney.
- Document 4: Unapproved October 17, 2019 Architectural Review Board meeting minutes.

Meeting History	
Committee of the Whole – Presentation	September 23, 2019
Architectural Review Board – Public Hearing	October 17, 2019
Committee of the Whole – Consideration of Ordinance (First Reading)	October 28, 2019

-  Commercial Sign District
-  Office/Industrial Sign District
-  Residential Sign District



* For illustrative purposes only, not intended to identify actual Sign District Boundaries, please refer to notation.

In addition to those properties entirely located within the Commercial Sign District, those properties with frontage along Milwaukee Avenue (bounded by Half Day Rd and Aptakisc Road), with facades oriented towards and directly visible from Milwaukee Avenue, are permitted signage pursuant to the Commercial Sign District.



October 21, 2019

Village of Lincolnshire
Attn: Mayor Elizabeth Brandt and Village Trustees
One Olde Half Day Rd
Lincolnshire, IL 60069

Re: Code Text Amendment Request – McDonald's
450 Milwaukee Avenue Store

Mayor Elizabeth Brandt and Village Trustees:

I'm a Senior Project Manager and permitting specialist with Keyser Industries, one of five national integrators hired by McDonald's to manage the implementation of their ODMB (Outdoor Menu Board) drive-thru maintenance and update project. Chris Prucnal is the franchisee owner/operator for the store located at 450 Milwaukee Avenue. We are requesting a sign code change to allow restaurant menu boards with electronic signs, which are currently prohibited. This request received a unanimous favorable recommendation from the ARB on 10/17 with the following revisions to the text amendment proposal:

- 1) Increase the maximum daytime brightness level of electronic menu board signs from 1,500nits to 2,500nits
 - By expanding the nit range it allows the built-in light sensors to adjust based on screen background color, text color, and various outdoor lighting environments. The sensors automatically adjust to provide the customer with optimum lighting for viewing/reading the menu board
 - There are two important things to consider related to sign brightness: **how well it competes with the sun**, and **how long it will compete with the sun**. Ensuring that your sign is readable during the day is vital to the success of customers' ability to read the menu board clearly and with the least amount of strain. The brighter the menu display lighting, the better able it is to compete with the sun.
 - In addition, LEDs do not burn out like fluorescent bulbs, but instead they grow dimmer with use over time. The dimmer an individual LED becomes, the less effective the overall sign is at competing with the sun. Starting with a brighter display ensures an LED sign will be readable for a longer period of time.
- 2) Require the copy area have a light background with contrasting letters during daytime



display

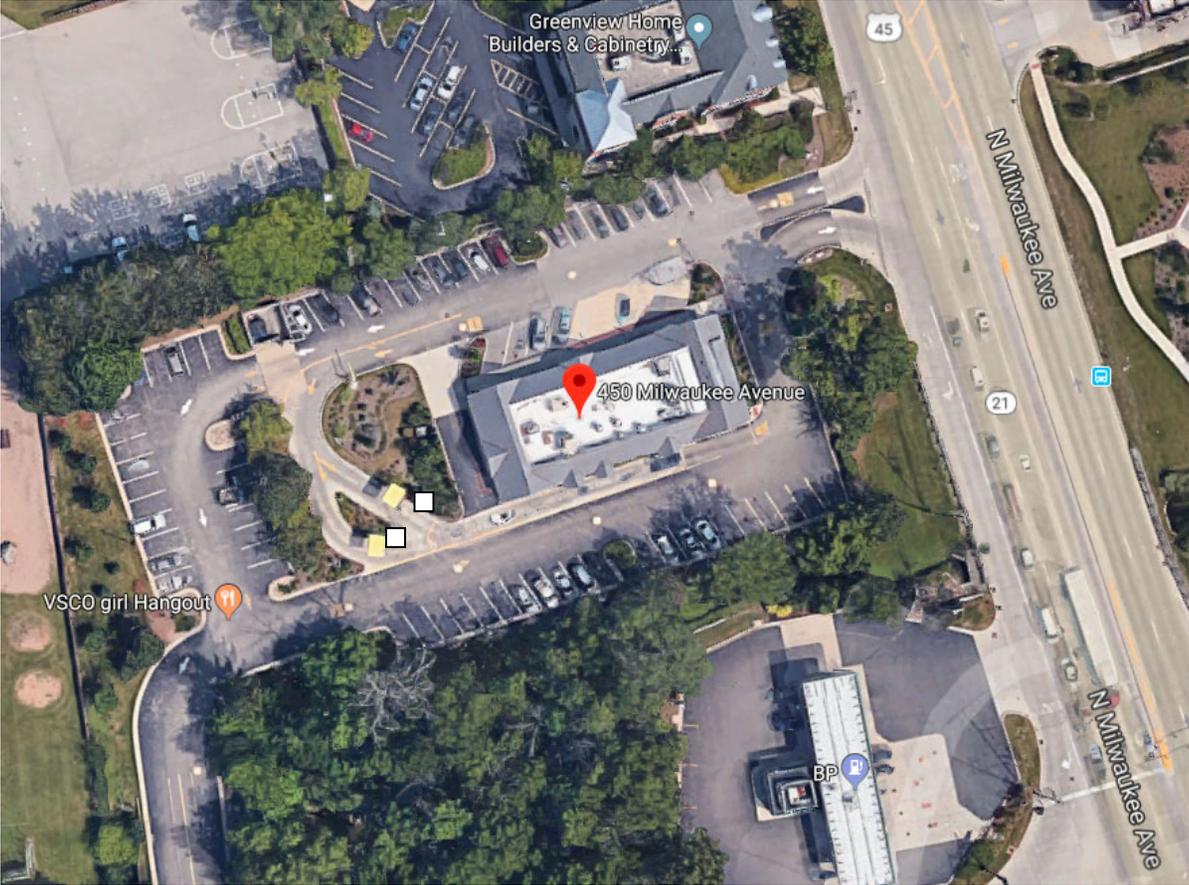
- Lighter background during daylight hours can help reduce glare, reduce light usage, would provide for consistency in look and feel of all drive-thru menu boards
- 3) Clarify the 20' distance from any lot is the **minimum** required distance for all menu boards.

If you have any questions, please feel free to contact me. I look forward to working with all of you on this request and appreciate your time and consideration.

Kind Regards,

Michelle Freeman
Senior Project Manager/Permit Specialist
michelle.freeman@explorekeyser.com
O: 708.876.1249
C: 708.910.4895

AERIAL VIEW OF 450 MILWAUKEE AVENUE MARKED FOR PROPOSED BOARDS





DAY TIME – CLOSE UP

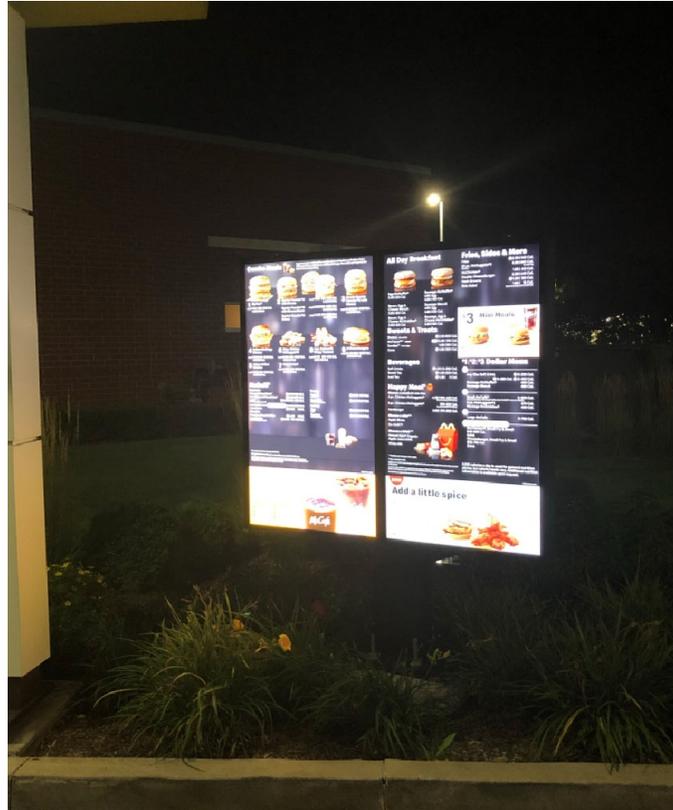
EXISTING MANUAL MENU BOARDS – LINCOLNSHIRE McDONALD'S



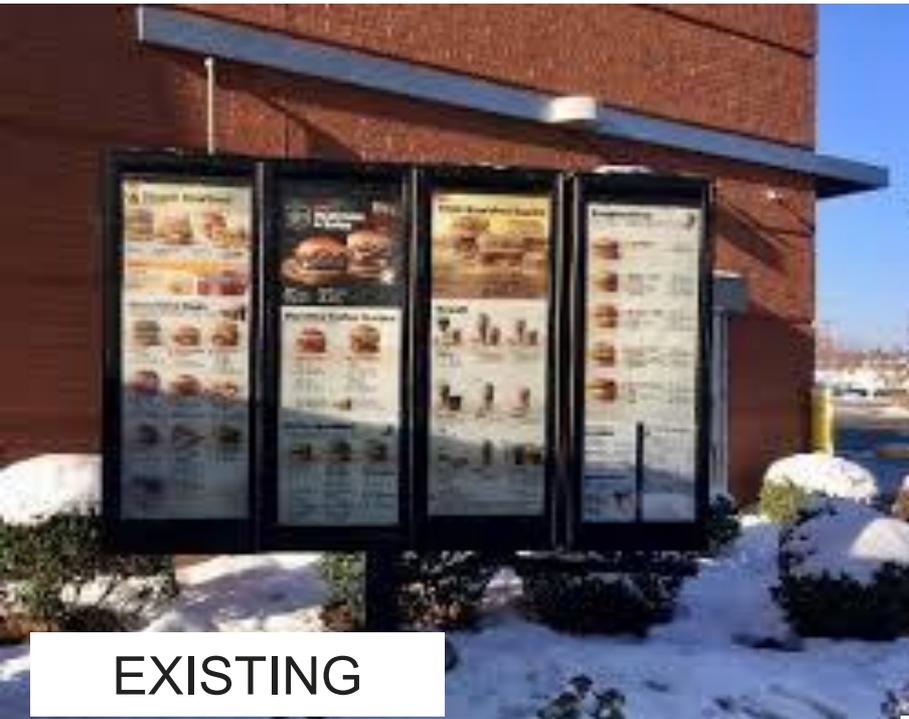
NIGHT TIME – CLOSE UP

EXISTING MANUAL MENU BOARDS – LINCOLNSHIRE McDONALD'S

NEW MENU BOARDS – NORTHBROOK, IL – NIGHT



Menu Boards – Existing vs. Proposed (Example)



EXISTING



PROPOSED – Max 2,500nits to automatically adjust to provide natural lighting environment

Menu Boards – Existing vs. Proposed (Example)

Both screens - 100% brightness = maximum 2,500nits
Text is clear and crisp

Left screen - 60% brightness = maximum 1,500nits
(camera picks up image inversion, but naked eye would not see this. However, the text becomes difficult to see)



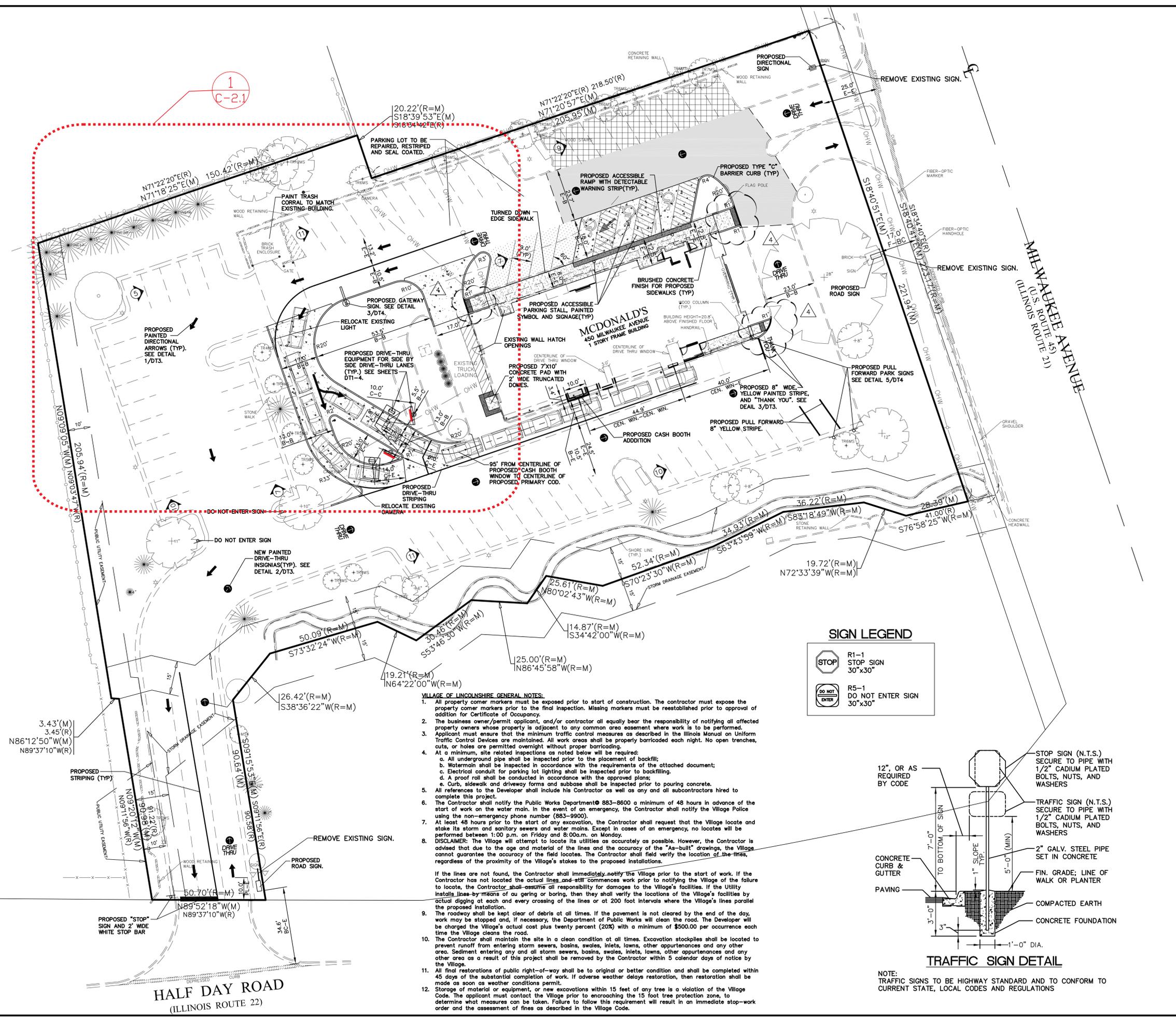
Night View – Existing vs. Proposed



EXISTING – fluorescent lighting
– non-adjusting



PROPOSED – Max 500nits to automatically adjust to provide natural lighting environment



GENERAL NOTES:

- THESE PLANS ARE BASED ON THE BOUNDARY AND TOPOGRAPHIC SURVEY (SURVEY PROJECT#11.0258 DATED 12 JANUARY, 2012) PREPARED BY: COMPASS SURVEYING LTD. 2631 GINGER WOODS PARKWAY STE. 100 1-630-921-9100.
- PRIOR TO CONSTRUCTION, CONTRACTOR TO CONTACT THE DESIGN ENGINEER AND ARCHITECT TO VERIFY THAT THEY ARE WORKING FROM THE MOST CURRENT SET OF PLANS AND SPECIFICATIONS.

SITE SKETCH NOTES:

- ALL RADIUS DIMENSIONS ARE TO BACK OF CURB.
- SEE ARCH. PLANS FOR EXACT BUILDING DIMENSIONS.
- ALL STRIPING TO BE DOUBLE COATED 4" WHITE PAINT UNLESS OTHERWISE NOTED.

SITE DATA

LOT AREA = 82,772 S.F.±(1.90 AC.±)
 BUILDING AREA = 5,060 S.F.±

ON SITE PARKING DATA

PARKING REQUIREMENTS:
 10 SPACES PER 1,000 S.F. OF GROSS FLOOR AREA
 5,060 S.F.± * 10 SPACES/1,000 S.F. = 50.6 OR 51 SPACES

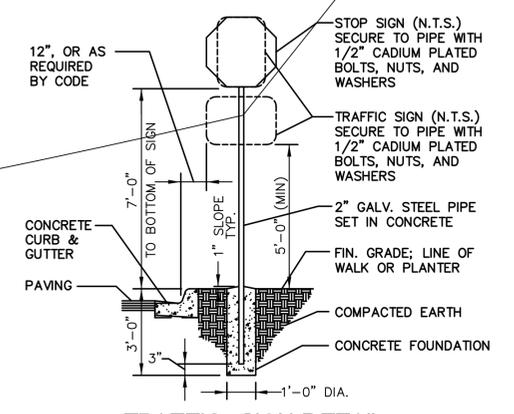
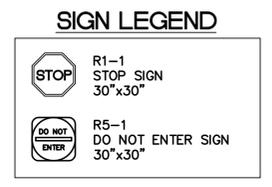
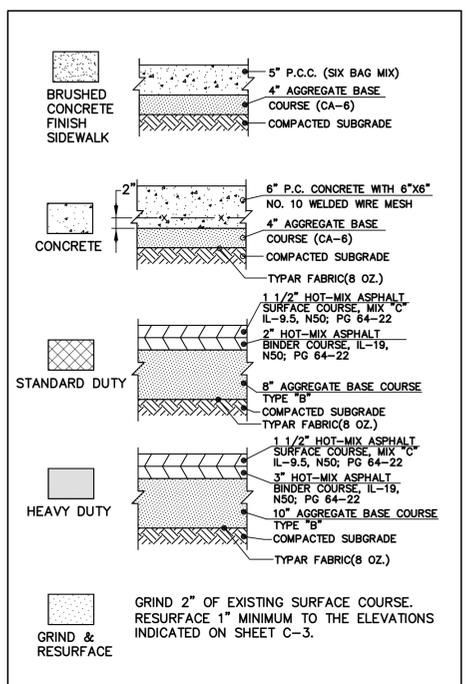
EXISTING SPACES = 70

PROPOSED SPACES

REGULAR SPACES	67
ADA ACCESSIBLE SPACES	3
TOTAL SPACES	70

70 PROPOSED SPACES > 51 REQUIRED SPACES

McDONALD'S PAVEMENT LEGEND

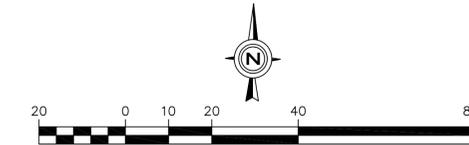


VILLAGE OF LINCOLNSHIRE GENERAL NOTES:

- All property corner markers must be exposed prior to start of construction. The contractor must expose the property corner markers prior to the final inspection. Missing markers must be reestablished prior to approval of Certificate of Occupancy.
- The business owner/permit applicant, and/or contractor all equally bear the responsibility of notifying all affected property owners whose property is adjacent to any common area easement where work is to be performed.
- Applicant must ensure that the minimum traffic control measures as described in the Illinois Manual on Uniform Traffic Control Devices are maintained. All work areas shall be properly barricaded each night. No open trenches, cuts, or holes are permitted overnight without proper barricading.
- At a minimum, site related inspections as noted below will be required:
 - All underground pipe shall be inspected prior to the placement of backfill;
 - Watermain shall be inspected in accordance with the requirements of the attached document;
 - Electrical conduit for parking lot lighting shall be inspected prior to backfilling.
 - A proof roll shall be conducted in accordance with the approved plans;
 - Curb, sidewalk and driveway forms and subbase shall be inspected prior to pouring concrete.
- All references to the Developer shall include his Contractor as well as any and all subcontractors hired to complete this project.
- The Contractor shall notify the Public Works Department 883-8600 a minimum of 48 hours in advance of the start of work on the water main. In the event of an emergency, the Contractor shall notify the Village Police using the non-emergency phone number (883-9900).
- At least 48 hours prior to the start of any excavation, the Contractor shall request that the Village locate and stake its storm and sanitary sewers and water mains. Except in cases of an emergency, no locates will be performed between 1:00 p.m. on Friday and 8:00 a.m. on Monday.
 DISCLAIMER: The Village will attempt to locate its utilities as accurately as possible. However, the Contractor is advised that due to the age and material of the lines and the accuracy of the "As-built" drawings, the Village cannot guarantee the accuracy of the field locates. The Contractor shall verify the location of the lines, regardless of the proximity of the Village's stakes to the proposed installations.
- If the lines are not found, the Contractor shall immediately notify the Village prior to the start of work. If the Contractor has not located the actual lines and still commences work prior to notifying the Village of the failure to locate, the Contractor shall assume all responsibility for damages to the Village's facilities. If the Utility installs lines by means of augering or boring, then they shall verify the locations of the Village's facilities by actual digging at each and every crossing of the lines or at 200 foot intervals where the Village's lines parallel the proposed installation.
- The roadway shall be kept clear of debris at all times. If the pavement is not cleared by the end of the day, work may be stopped and, if necessary, the Department of Public Works will clean the road. The Developer will be charged the Village's actual cost plus twenty percent (20%) with a minimum of \$500.00 per occurrence each time the Village cleans the road.
- The Contractor shall maintain the site in a clean condition at all times. Excavation stockpiles shall be located to prevent runoff from entering storm sewers, basins, swales, inlets, lawns, other appurtenances and any other area. Sediment entering any and all storm sewers, basins, swales, inlets, lawns, other appurtenances and any other area as a result of this project shall be removed by the Contractor within 5 calendar days of notice by the Village.
- All final restorations of public right-of-way shall be to original or better condition and shall be completed within 45 days of the substantial completion of work. If adverse weather delays restoration, then restoration shall be made as soon as weather conditions permit.
- Storage of material or equipment, or new excavations within 15 feet of any tree is a violation of the Village Code. The applicant must contact the Village prior to encroaching the 15 foot tree protection zone, to determine what measures can be taken. Failure to follow this requirement will result in an immediate stop-work order and the assessment of fines as described in the Village Code.

NOTES:

- REFERENCE I.D.O.T. STANDARD SPECIFICATIONS (LATEST EDITION) SECTION 406 FOR BINDER & SURFACE COURSES AND SECTION 351 FOR AGGREGATE BASE COURSE.
- THE APPLICATION RATES FOR THE PRIME COAT AND TACK COAT ARE TO BE 0.30 AND 0.10 GALLONS PER SQUARE YARD, RESPECTIVELY.
- THE ENTIRE SUBGRADE SHALL BE COMPACTED TO NOT LESS THAN 95% OF THE STANDARD LABORATORY DENSITY PER SECTION 301.
- PROVIDE CONTRACTION JOINTS ON CONCRETE PAVEMENT AT 18' O.C. FOR SIDEWALKS, PROVIDE CONTROL JOINT AT 5' O.C., EXPANSION JOINTS AT 50' O.C.



GEOMETRIC PLAN

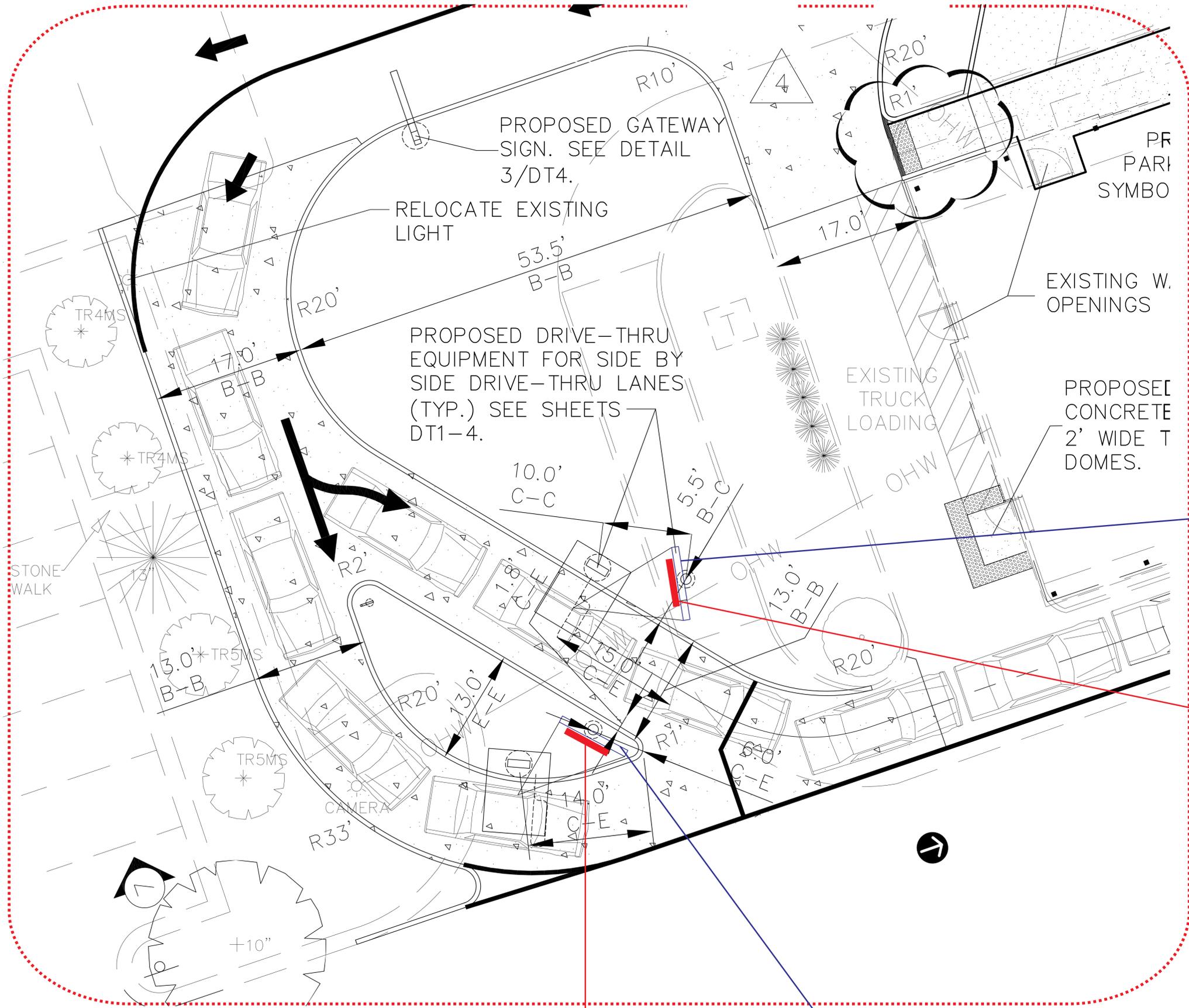
C-2
 LC #12-1052

Checked By: J.MILLER
 Design By: K.SACK
 Drawn By: BC, DO
 Date: OCTOBER 25, 2012
 Scale: 1" = 20'
 Project No.: 11-112

Prepared For:
 Lingle Design Group, Inc.
 158 W. Main Street
 Lena, IL 61048
 McDonald's - LINCOLNSHIRE, IL
 450 Milwaukee Avenue
 Lincolnshire, Illinois

Watermark Engineering Resources, LTD
 2631 Ginger Woods Parkway, Suite 100, Aurora, IL 60502
 phone 630-375-1600 fax 630-236-9800 www.watermark-engineering.com

GEOMETRIC PLAN



2 Drive Thru Order Point
SCALE: N.T.S

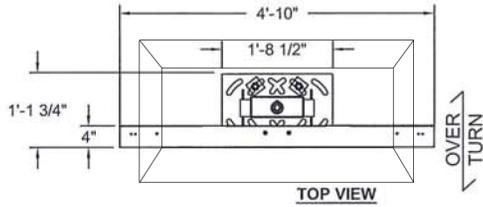
PROPOSED ELECTRONIC MENUBOARD LOCATION

EXISTING MANUAL MENUBOARD LOCATION

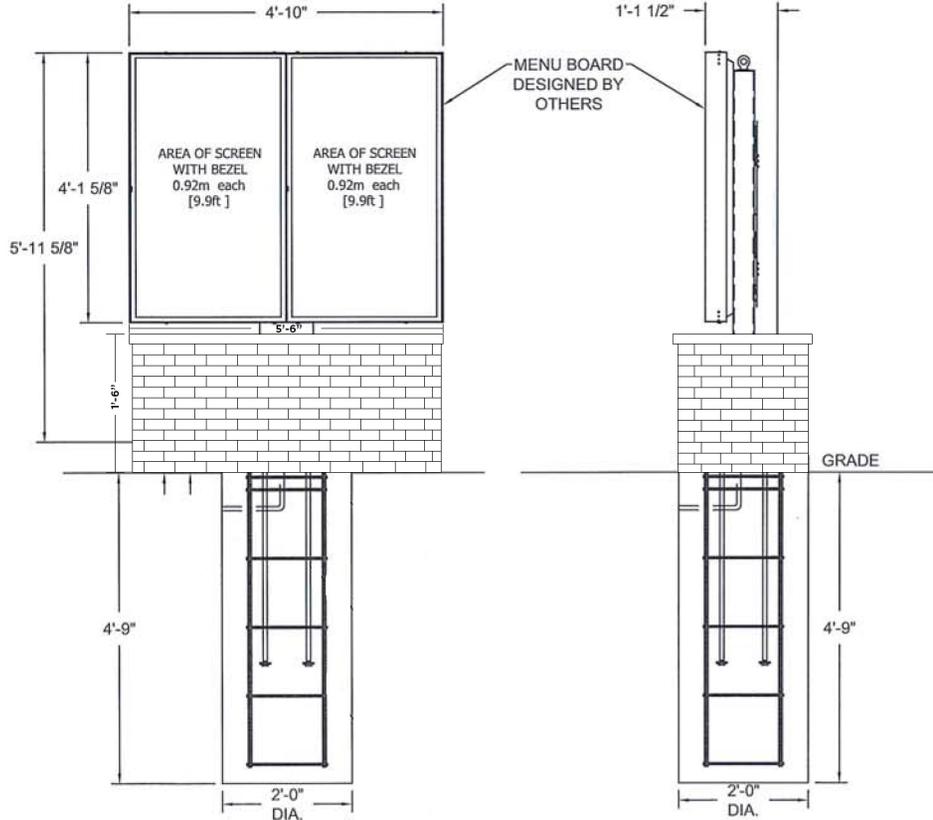
CHECKED BY:	DESIGN BY:	DRAWN BY:	DATE:	SCALE:	PROJECT NO.:
					11-112
<p>Watermark Engineering Resources, Ltd. 2631 Ginger Woods Parkway, Suite 100, Aurora, IL 60502 phone 630-375-1800 fax 630-238-9800 www.watermark-engineering.com</p>					
<p>McDonald's - LINCOLNSHIRE, IL 450 Milwaukee Avenue Lincolnshire, Illinois</p>					
<p>Lingle Design Group, Inc. 158 W. Main Street Lena, IL 61048</p>					
<p>Prepared For:</p>					
<p>Prepared By:</p>					
<p>NO. 1 2 3 4</p>					
<p>REVISIONS</p>					
<p>DATE</p>					
<p>LC #12-1052</p>					
<p>C-2.2</p>					
<p>GEOMETRIC PLAN</p>					

SIGN CABINET
DESIGN BY OTHERS.

ELECTRICAL/ILLUMINATION
DESIGN BY OTHERS.



ALL STEEL SHALL BE
HOT DIP GALVANIZED.



Notes:

- This is a prototypical design based on the following design criteria:
Building Code: IBC 2012
Wind Speed: 115 MPH, Exposure C
Category II
- Foundation analysis assumes soil class 4. The allowable bearing pressure should be verified prior to placement of concrete. In the event that the stated requirements are not met and conditions appear deleterious, cease and secure excavation and immediately contact THE CLIENT.
- Caisson foundation is based on a presumptive safe lateral soil bearing pressure minimum of 150 psf per foot of depth. Isolated lateral bearing footings subject to short-term lateral loads and not adversely affected by a 1/2" motion at grade are permitted to be designed using twice the tabulated value of the corresponding soil class.
- Foundation shall not be placed on, or at the top of a slope exceeding 3:1 without evaluation by a competent Professional Engineer. Do not place foundation in fill.
- Concrete shall be mixed to attain a minimum 28 day compressive strength of 3000 psi.
- Steel reinforcing bars shall conform to ASTM A615, Grade 60 with deformations, in accordance with ASTM A305. Welding of reinforcement is prohibited.
- Anchor bolts shall meet ASTM F1554 Grade 36 and shall be galvanized to prevent corrosion.
- All support members shall be free from defects. Steel tubes shall meet ASTM A500 Grade B with a minimum yield strength of 46000 psi. Steel pipe shall meet ASTM A53 Grade B with a minimum yield strength of 35000 psi. Steel angle, channel, and plate shall meet ASTM A36.
- Steel welds shall be made with E70XX electrodes by persons qualified in accordance with AWS standards within the past two years.
- Structural bolts shall meet ASTM A325 and be zinc coated unless noted otherwise. Heavy hex nuts shall meet ASTM A563 and washers shall meet ASTM F436 when used with high strength bolts. All high strength bolts shall be tightened using the Turn-of-Nut method unless noted otherwise.
- This engineer will not be responsible for safety on the jobsite before, during, or after the installation of this structure. It is the responsibility of the owners, contractors, and installers to ensure that the installation of this structure is completed using methods that fully comply with OSHA regulations.
- Any deviation from this design or from any part of this drawing without prior written consent of this engineer voids this drawing in its entirety.
- The design depicted on this drawing is prototypical, and should not be used at a specific site unless deemed suitable for that site by a competent Professional Engineer.

NOTE: All designs depicted on this drawing are the sole property of Campbell Consulting Engineering, LLC developed specifically for this project. Use of these designs for any purpose other than the intended application without written consent of Campbell Consulting Engineering, LLC is prohibited. Disclosure of the information presented herein, without Owner's consent, is a violation of intellectual property and will not be tolerated.

McDONALD'S DOUBLE FACE MENU BOARD
PROTOTYPICAL 115 MPH-INSTALL

CLIENT:



COATES
1142 W. MADISON STREET, SUITE 304
CHICAGO, IL 60607



382 HIGH STREET
MARYVILLE, TN 37804

865-980-8881
CCENGINEER.COM

SHEET 1	BY RDG	PROJECT NO. 17-140-D
OF 2	DATE 11/2/2017	DRAWING NO. B101019-B

Current Lincolnshire Sign Code

CHAPTER 8

SIGN CONSTRUCTION AND DESIGN: GENERAL STANDARDS

SECTION:

12-8-1 SIGN CONSTRUCTION AND DESIGN: GENERAL STANDARDS

The following standards apply to all signs, unless specifically noted otherwise.

A. Location

1. Only signs placed by federal, state and/or local government may be erected upon public property, including but not limited to rights-of-way.
2. No sign mounted on the exterior of a building shall cover any windows, doors or any architectural building features.
3. All portions of letters/logo shall be a minimum of three (3) feet from the building edge of any face, roof line, ground line or floor/ceiling/roof/wall lines which separate individual tenant spaces.
4. On a corner lot, no freestanding sign over two (2) feet tall may be placed within the visibility triangle. The visibility triangle is an area with one (1) point at the intersection of the intersecting streets' centerlines, and the other two (2) points located on each street's centerline one-hundred (100) feet away from the intersection of said centerlines. The clear sight area is illustrated below.

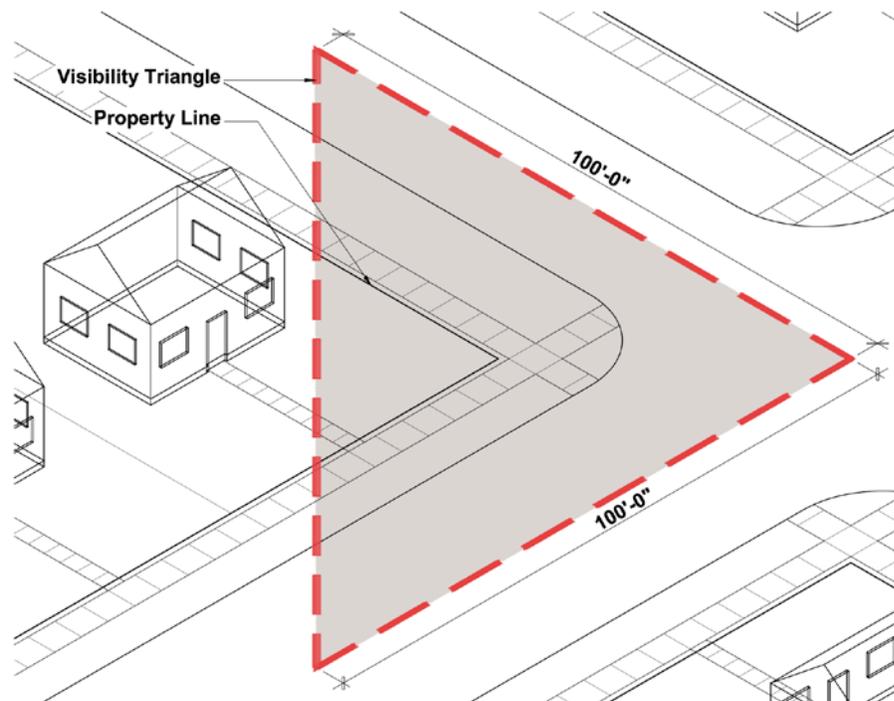


Illustration of vision triangle for 12-8-1-A-4

B. Sign Structure and Installation

Supports and braces shall be an integral part of the sign design. Angle irons, chains or wires used for supports or braces shall be hidden from public view to the extent technically feasible.

C. Wind Pressure and Direct Load

All signs must be designed and constructed to receive dead loads and withstand a wind speed of no less than ninety (90) miles per hour.

D. Illumination

Any sign illumination, including gooseneck reflectors must be designed, located, shielded and directed to prevent the casting of glare or direct light upon roadways and surrounding properties, or to distract the operators of motor vehicle or pedestrians in the public right-of-way. In the case of internally illuminated signs, the sign face must function as a filter for any illumination.

1. Illuminated signs located within 120 feet of any dwelling and for which the sign face has a direct line of sight toward windows of such dwelling shall be turned off and not operated no later than one o'clock (1:00) A.M. or when the premises is no longer open to the public, whichever is earlier, and may be turned and operated no earlier than when the premises opens to the public or six o'clock (6:00) A.M., whichever is earlier. Notwithstanding anything herein to the contrary, for businesses which are open to the public 24 hours each day, illuminated signs are not required to be turned off any time the business remains open. For the purpose of this section D.1, the measurement shall be from the face of the sign to the nearest façade of the nearest dwelling. Except as provided in this paragraph, all other signs are not required to be turned off.
2. Lighting for signs shall be in harmony with the signs' and the project's design. If outside lighting is used, it should be arranged so the light source is shielded from view.
3. The maximum lighting shall be one-half (½) footcandle, as measured at the property line reflecting from a white background aimed at the face of the sign.
4. All illuminated signs shall be equipped with a safety shut-off switch.

E. Ground Sign Landscaping

All Ground Signs must be landscaped at the base of the sign in accordance with the following:

1. For every one (1) square foot of gross sign area, there shall be provided a minimum of two (2) square feet of landscape area.
2. The sign landscape plan must be drawn to scale, and shall show the dimensions of the proposed landscape area. The sign landscape plan shall provide a species list which includes the common and scientific name, size, quantity, and period of flowering (annuals and perennials), for all proposed plant material.
3. The sign landscape plan will utilize a variety of plant types including, but not limited to; deciduous and evergreen shrubs, annual and perennial plants and grasses, and ground covers, to achieve both height variation and color interest throughout the four seasons.

Ground signs must be landscaped with small shrubs a minimum of eighteen (18) inches in height at planting. The remainder of the landscaped area must be planted with perennials or other groundcover.

4. To provide diversity, at least two (2) different types of plant material must be installed, excluding turf and annual flowers, provided that at least one plant type shall consist of evergreen shrubs or groundcovers. If any portion of the required planting area is located less than fifteen (15) feet from the edge of the street, evergreen shrubs or groundcovers are not required, but at least three (3) different types of plant material must be installed, one of which may be annual flowers.
5. In addition to the plantings described above, the sign landscape plan shall also include soil protection such as, but not limited to, ground cover plants or organic hardwood mulch. However, no more than twenty-five percent (25%) of the total landscape bed may be void of plants at any one time.
6. All landscaping must be maintained in good condition, and free and clear of rubbish and weeds.
7. Sign landscaping must conform to the requirements of this section within one (1) year after the effective date of this Code.

F. Glass

Any glass forming a part of any sign shall be safety glass with a minimum thickness of one-fourth (1/4) inch.

G. Lettering

All letters, figures, characters or representations, in cut-out or irregular form, maintained in conjunction with, attached to, or superimposed upon any sign must be safely and securely built or attached to the sign structure.



H. Items of Information

1. All signs must limit the number of items of information on any single sign face to no more than two (2) items to prevent traffic hazards for passing motorists and to minimize the cluttered appearance of signs.
2. Each descriptive or identifying word, set of words, icon, logo, symbol or image on a sign shall be defined as an "item of information". For example, but not in limitation thereof, each of the following would be one (1) item of information: (a) the name of the business, even if multiple words, or (b) the business logo. The street number address of the business is not counted as an item of information. A company catchphrase or motto may be included on a sign only if it is a part of the legal name of a business. Products, services, telephone number, or a website address shall not be permitted as part of the Copy on a permanent sign unless it is part of the legal name of a business. The prohibition against displaying the names of products or services shall not apply to Awning/Canopy Signs. Temporary signs shall be exempt from any limitations on items of information.



Illustration of number of items of information for 12-8-1-H-2

3. Changeable message signs where the items of information are changed manually or electronically, only as expressly permitted by other sections of this Title, are counted as one (1) item of information.
4. All signs on a zoning lot must be related to the resident or business located on such zoning lot, with the exception of non-commercial or political signs.
5. Ground signs for commercial developments with multiple tenants that advertise the names of the tenants located within the development are limited to one (1) item of information per tenant. Ground signs for multi-tenant developments shall have a total limit of four (4) items of information. The name of the multi-tenant development shall not be included as an additional item of information.
6. Directory signs are exempt from the items of information limitation.

I. Maintenance

1. All signs shall be kept and maintained in a safe, neat and orderly condition and appearance.
2. The owner and/or lessee of each sign shall maintain such sign to prevent corrosion or deterioration caused by the weather, age or any other condition, and otherwise to keep the same in a safe, neat and orderly condition and appearance.

J. Design Criteria

The purpose of these design criteria is to establish a checklist of those items relative to signs that affect the aesthetics of Lincolnshire's environment. Pertinent to signs is the design of the sign and its relation to buildings, structures, planting, street furniture and the distance to the nearest public street.

The following criteria are not intended to restrict imagination, innovation or variety, but rather to assist in focusing on design principles that can result in creative solutions that will develop a satisfactory visual appearance within the Village, preserve property values and promote the public health, safety and welfare.

1. Every sign shall have good scale and proportion in its design and in its visual relationship to buildings and surroundings.
2. Sign materials, size, color, lettering, location and arrangement shall be an integral part of site and building design.

3. The colors and materials of every sign shall be restrained and harmonious.
4. The number of graphic elements on a sign shall be held to the minimum needed to convey the sign's principle message, and shall be composed in proportion to the area of the sign face. Text should be kept to permitted items of information.
5. Supports and braces shall be an integral part of the sign design. Angle irons, chains or wires used for supports or braces shall be hidden from public view to the extent technically feasible.

K. Sign Face to be Smooth

Any sign, other advertising structure, marquee, canopy or awning, as defined in this Title, which is within ten (10) feet of a street, shall have no nails, tacks, wires or other hazardous projections protruding therefrom.

L. Copy Area Appearance

The Copy on any sign must be legibly and professionally rendered on a suitable contrasting background, which enhances the visibility of the Copy and is consistent with the design criteria described herein.

CHAPTER 9

SIGN CONSTRUCTION AND DESIGN: SPECIFIC STANDARDS BY SIGN TYPE

SECTION:

12-9-1 SIGN CONSTRUCTION AND DESIGN: SPECIFIC STANDARDS BY SIGN TYPE

The following signs are the only types of permanent signs permitted in the Village.

A. Ground Signs

Ground signs are permitted subject to the following:

1. Ground signs are permitted only in the districts listed in Tables 1 and 2, subject to the regulations of Tables 1 and 2 and this Title.
2. One (1) ground sign is permitted per street frontage of a zoning lot with a maximum of two (2) sign faces, except that any lot or parcel with a frontage of eight hundred (800) feet or more may have two (2) ground signs located not less than four hundred (400) feet apart. If a zoning lot has frontage on more than one (1) street then said lot will be allowed one (1) ground sign per frontage, provided there is sufficient frontage to place the two (2) signs no closer than one hundred (100) feet apart.
- 
 3. In addition to a ground sign, drive-through establishments are permitted one (1) menu board sign, whether constructed as a ground sign or double post sign, no more than forty (40) square feet in sign area, no more than six (6) feet in height and no less than twenty (20) feet from any lot line.
4. Ground signs must be setback a minimum distance from the edge of the street, as shown in Table 1: Ground Signs – Monument and Table 2: Ground Signs – Double Post. All signs must be located entirely on private property. No part of any ground sign may be located within or over a street.
5. All ground signs shall be approved by the Department of Community and Economic Development as being in compliance with Title 5, Chapter 4 of the Village Code and shall be constructed of incombustible or approved combustible materials as defined in Section 12-3-1 Definitions.
6. Ground signs may be illuminated by backlit/reverse channel or channel lighting or by external lighting fixtures such as goosenecks and flood lights, with lighting color restricted to shades of white. Internally illuminated ground signs shall be designed so light is filtered through the face of individually cut letter sets.
7. The sign structure and sign face of ground signs shall exhibit good scale and proportion; and shall be an integral part of the site and building design by sharing architectural features with the principal structure, including one or more building materials, colors, or design elements.
8. The sign material of ground signs shall consist of materials such as wood, stone, brick, copper, bronze, steel, brushed aluminum, iron, concrete, or similar. Synthetic plaster

shall be permitted if it is used as a primary exterior material on the approved principal structure.

9. Letters and logo(s) are limited to no more than two (2) colors and must be individually carved, etched, or raised and may consist of plastic, wood, or metal letters, with a non-reflective surface, on a contrasting background. Multiple colors used on a logo or mark registered with the United States Patent and Trademark Office are permitted. Consistency must be provided between ground sign lettering and the accompanying wall signs on the building.
10. Ground signs for multi-tenant buildings shall exhibit the same design characteristics; including materials, color, fonts, lighting, tenant panels, etc, and shall be consistent in design where there are multiple ground signs on a single property. Ground signs for multi-tenant buildings are limited to four (4) tenants per sign face and a development name. The development name must be larger than the name of individual tenants. In addition, the development name may be distinguished from the individual tenants by font, color or material.
11. The Copy Area shall be a minimum of 2 inches (2") from the perimeter of each Sign Face and shall not exceed a maximum of seventy percent (70%) of the Sign Area.

TABLE 1 GROUND SIGNS – MONUMENT				
SIGN DISTRICT	Maximum Sign Area	Maximum Height of Monument	Maximum Length of Monument	Minimum Setback
Commercial Sign District - Single Tenant	60 sq. ft.	6 ft.	10 ft.	15 ft.
Commercial Sign District - Multi Tenant	75 sq. ft.	7.5 ft.	10 ft.	15 ft.
Office/Industrial Sign District	72 sq. ft.	6 ft.	12 ft.	15 ft.
Residential Sign District	30 sq. ft.	5 ft.	6 ft.	15 ft.

TABLE 2 GROUND SIGNS – DOUBLE POST					
SIGN DISTRICT	Maximum Sign Area	Maximum Structure Area	Maximum Structure Height	Maximum Structure Length	Minimum Setback
Commercial Sign District	30 sq. ft.	72 sq. ft.	6 ft.	12 ft.	15 ft.
Office/Industrial Sign District	30 sq. ft.	72 sq. ft.	6 ft.	12 ft.	15 ft.
Residential Sign District	20 sq. ft.	44 sq. ft.	5.5 ft.	8 ft.	15 ft.

B. Wall Signs

Permanent wall signs are permitted in the Commercial Sign District, the Office/Industrial Sign District and for non-residential uses in the Residential Sign District, subject to the following standards.

1. Wall signs are permitted only in districts listed in Table 3, subject to the regulations of Table 3 and this Title. The maximum Sign Area of a wall sign shall be ten percent (10%) of the area of the wall to which it is attached, including doors and windows, or the maximum wall sign area listed in Table 3, whichever is less.
2. Wall signs are permitted for each building wall that faces a public street or parking lot, with no more than one (1) wall sign permitted on any wall, unless permitted by Section 12-9-1(B)(11) and Section 12-9-1(B)(13). Where there is a secondary customer entrance, an additional wall sign is permitted but shall be limited to no more than sixteen (16) square feet and shall only indicate the name of the business and the words "entrance," "enter" or similar term.
3. The total area of a side wall sign or signs shall not exceed five percent (5%) of the area of the side façade of the principal building, including doors and windows, or twenty-five (25) square feet, whichever is less. Any side wall sign must be located facing a side yard of twelve (12) feet or more in width on the same lot.
4. Wall signs must be safely and securely attached to the building wall. Wall signs must be affixed flat against the building wall and must not project more than six (6) inches from the building wall. Illuminated wall signs shall not be permitted to extend more than twelve (12) inches beyond the sign face or sign structure.
5. No wall sign affixed to a building, including sign support structure, may project beyond the ends or top of the wall to which it is attached. On buildings existing on the effective date of this Title, July 1, 2009, a parapet wall must not be constructed for the sole purpose of increasing the allowable height of a wall sign.
6. Wall signs shall not cover windows, doors or architectural features.
7. For buildings in commercial use, wall signs should be located on the sign frieze, or the portion of the building immediately above the first floor windows and below the second floor window sills in the case of a two-story building. For buildings in office use that are larger than two-stories, wall signs may be located on the top floor of the building no more than five (5) feet above the windows on the top floor and no portion of such wall sign shall extend above the roof line.
8. Wall signs may be constructed of wood, metal or plastic.
9. Wall signs may have either channel lit letters or reverse channel lit letters. Sign bands shall not be illuminated. In the Office/Industrial Sign District, channel lit letters are permitted under the following conditions: a) the majority of gross floor area must be devoted to office use; b) the wall sign shall only identify the office occupant; c) the building height must be a minimum of forty (40) feet; and d) the wall sign shall be mounted a minimum of thirty-five (35) feet above grade. Gooseneck reflectors are permitted on all wall signs provided the reflectors concentrate the illumination upon the sign face only.

- 10.** On multi-tenant commercial buildings, all wall signs must be located at a generally uniform height on the building wall in similar proportion to one another. Wall signs identifying individual tenant spaces in multi-tenant structures shall be centered within each leaseable space unless otherwise approved by the Department of Community and Economic Development. Signs within a multi-tenant commercial development must be of a natural or white finish, however a logo or mark registered with the United States Patent and Trademark Office shall not be limited by color. Where a single principal building is devoted to two (2) or more business or commercial uses, the operator of each such use may install a wall sign. The maximum area of each such sign shall be determined by the proportionate share of the front façade, including doors and windows, of the principal building occupied by each such use and applying such proportion to the total sign area permitted for the front wall of the building.
- 11.** On multi-tenant office buildings, one wall sign shall be permitted per building frontage, provided signs have a minimum separation from the common edge of each building frontage equal to ten feet (10') or one third (1/3) of the length of the respective frontage, whichever is lesser.
- 12.** On multi-tenant industrial buildings, individual tenant wall signs shall be permitted only for those tenant spaces that have individual entrances facing a public street or a parking lot. Such signs must be located over or next to a corresponding entrance at a uniform height on the building wall in similar proportion to one another. Regardless of whether the first wall sign in any multi-tenant building is installed over the entry or next to the entry, that same placement type shall be required for any additional signs in the same building. The maximum area of each such sign shall be determined by the proportionate share of the front façade, including doors and windows of the principal building occupied by each tenant space and applying such proportion to the total sign area permitted for the front wall of the building. Any two adjoining wall signs placed next to entrances shall be located no closer than 1 foot (1') from each other. Any two adjoining wall signs placed above entrances shall be located no closer than 5 feet (5') from each other.
- 13.** Within a single-tenant commercial development, signs utilizing carved, etched, or raised letters are not limited by color. Metal letters and logos shall have a non-reflective metal surface.
- 14.** Wall signs shall be attached to a building façade at a height of not less than eight (8) feet above any sidewalk, and may not extend over said thoroughfare and/or sidewalk.
- 15.** Consistency must be provided between ground sign lettering design for individual tenants and the corresponding lettering of wall signs on the façade of the building.

TABLE 3 WALL SIGNS					
SIGN DISTRICT	Maximum Sign Area	Maximum Sign Length	Maximum Height of Sign Face	Maximum Height of Letters	Maximum Height of Logo
Commercial Sign District	10% of the area of the wall to which the sign is attached	18 ft.	3 ft.	24 in.	30 in.
Office/Industrial Sign District	10% of the area of the wall to which the sign is attached	20 ft.	3 ft.	24 in.	30 in.
Residential Sign District - Non-residential Use	10% of the area of the wall to which the sign is attached, or 24 sq. ft., whichever is less	8 ft.	2 ft.	12 in.	18 in.

C. Awnings and Canopies

Awnings and canopies that are considered an architectural feature of a building not used for advertising are not considered a sign. Awnings and canopies containing an advertising message shall be considered a sign, subject to review by the Architectural Review Board and are subject to the following regulations:

1. Awnings and canopies are permitted signs in any non-residential sign district.
2. All awnings or canopies must maintain a minimum eight (8) foot clearance from grade. Awnings and supports for canopies must not extend past a setback two (2) feet from the curb line, or if there is no curb line the property line.
3. An advertising message on any individual awning or canopy is limited to twenty-five percent (25%) of the surface of the vertical face of the awning or canopy on which it is placed. The advertising may contain one (1) of the following items of information per awning or canopy: the legal business name, logo, or a business product or service; all of a consistent color and font size. No more than four (4) awning or canopy signs are permitted on each frontage described in Paragraph 4 below.
4. Awning and canopy signs shall be permitted for each facade of a building or tenant space that has been designed to include a customer entrance, display or decorative window, or for which the architectural design treatment and details are the same as those used in the primary facade of the building, subject to review by the Architectural Review Board.
5. Awning or canopy signs shall be centered on the awning or canopy to which they are affixed and located parallel to the building facade upon which the awning or canopy is attached.
6. Awnings and canopies shall be constructed out of incombustible, non-reflective material. Back-lit awnings and canopies are prohibited.



Examples of awnings that meet the standards of 12-9-1-C

7. Awnings and canopies must be securely attached to and supported by a building. All frames and supports must be made of metal or other similar rigid material and meet the requirements of Title 5, Chapter 4.
8. All awnings or canopies shall comply with the following design standards:
 - a. Awnings and canopies shall be compatible in material and construction to the style and character of the building. The color of the awning or canopy shall be compatible with the overall color scheme of the façade.
 - b. Awnings and canopies shall be generally aligned with others nearby in order to maintain a sense of visual continuity.
 - c. Awnings and canopies shall be tailored to the façade of the building and positioned so that distinctive architectural features remain visible.
 - d. All awning and canopy signs located on an individual building shall be of a similar size with no more than one (1) line of horizontal sign copy permitted per awning or canopy sign. However, if the awning or canopy sign message is part of a business registered name displayed over two lines, two lines shall be permitted.
 - e. Awning or canopy signs will not be permitted on the sloped or curved face of an awning or canopy.
9. The following maximum dimensions are permitted for awning and canopy signs:
 - a. Letter Height: Twelve (12) inches.
 - b. Logo Height: Eighteen (18) inches.
 - c. Sign Face Height: Eighteen (18) inches.
 - d. Sign Length: Ten (10) feet.
 - e. Sign Surface Area: Ten (10) square feet.

D. Blade Signs

1. Location

Blade signs shall be erected perpendicular to the structure to which they are attached. Signs erected at the corner of a building may be placed at a one-hundred-thirty-five (135°) degree angle to the facade of the building used for customer entrance. No portion of a blade sign shall be permitted to be less than ten (10) feet above the level of the walkway or predominant grade over which it extends.

2. Size

Blade signs are permitted up to a maximum surface area of four (4) square feet for tenants in multi-tenant buildings and twenty (20) square feet for free-standing businesses.

3. Quantity

One (1) blade sign shall be permitted for each public entrance into an individual tenant/business space. However, for tenant spaces or buildings with a corner building entrance orientation, one (1) blade sign shall be permitted per building frontage.

4. Sign Design and Materials

- a. All blade signs located on an individual building shall be of a similar size and proportion.
- b. A blade sign shall not extend more than three (3) feet from the wall/ceiling to which it is attached.
- c. Blade signs shall be designed to relate to the architectural design of the building to which they are attached.
- d. Blade signs shall be constructed of wood, metal or similar materials, at the recommendation of the Architectural Review Board and approval by the Village Board.

E. Marquee Signs

Marquee signs shall be restricted to a position over the main entrance into a building.

1. Location

No marquee shall be erected in any residential district.

2. Construction Materials Required

All marquees, including the anchors, bolts, supports, rods and braces thereof, shall be constructed of incombustible or approved combustible materials, shall be designed by a structural engineer and shall be approved by the Department of Community and Economic Development as being in compliance with the Village Building Code. If appropriate, an electrical inspection shall be made to determine if the marquee is in compliance with all electrical provisions of this Code.

- a. Drainage: The roof of all marquees shall be properly guttered and connected by downspouts to a storm sewer or other drainage that is acceptable to the Department of Community and Economic Development so that the water therefrom will not flow onto public property.
- b. Roofs: The roofs of all marquees shall be used for no other purpose than to form and constitute a roof, and shall be constructed of incombustible materials.
- c. Erection, Bracing, Anchorage and Supports: Marquees shall be supported solely by the building to which they are attached, and no columns or posts shall be permitted as support therefore.
- d. Roof Live Load Requirements: The roof of any marquee shall be designed and constructed to support a live load of not less than forty (40) pounds per square foot.
- e. Anchorage to Wood Structure Prohibited: No marquee shall be erected on any building of wood frame construction.

3. Height above Sidewalk

No portion of a marquee shall be permitted to be less than ten (10) feet above the level of walkway over which it extends.

- a. Setback from Curb Line: No marquee shall be permitted to extend beyond the property line or over a street.
- b. Width: No marquee shall be wider than the entrance or entrances of the building, plus five (5) feet on each side thereof, unless approval is recommended from the Architectural Review Board and approved by the Village Board.

4. Signs Attached to Marquees

No temporary sign as defined elsewhere within this Title, shall be attached to, or hung from a marquee except changeable copy affixed or illuminated directly upon the vertical hanging fascias of the marquee. The Sign Face on any marquee shall be limited to fifty percent (50%) of the gross surface area of the vertical hanging fascias of the marquee.

F. Vehicle Fueling Station Signs

For vehicle fueling stations, regardless of which sign district each is located in, all signs must comply with the regulations contained in Paragraphs A (Ground Signs) or B (Wall Signs) above. In addition, the following permanent signs shall be permitted:

- 1. Wall signs limited to those which identify the brand name or logo of the fueling station.
- 2. Additional signage may be integrated into ground signs for the purpose of indicating the price of gasoline only, subject to the following criteria:
 - a. Manual Changeable Copy Sign: The sign area of such signs shall not exceed twelve (12) square feet, in surface area.
 - b. Electronic Message Sign:

- i. Shall consist of L.E.D. panels that, at a minimum, utilize Multi-Segment L.E.D. Technology (MST) digit configuration displays.
- ii. Not more than two (2) gasoline products shall be displayed per sign face.
- iii. Digits shall not exceed twelve (12) inches in height and are limited to three (3) digit numerical displays, not including a 9/10th fractional digit or decimal point.



*Illustration of three digit numerical display for
12-9-1-F-2-biii,*

- iv. L.E.D. color shall be limited to one (1) color on black background and shall be the same color for each L.E.D. display used.
 - v. The maximum brightness permitted shall not exceed 3,250 nits during the day and 500 nits at night. Additionally, each L.E.D. panel shall include a circuit board equipped with light sensors per side to automatically adjust L.E.D. brightness based on ambient light level.
 - vi. Shall be turned off at the close of daily business operating hours, unless such vehicle fueling station operates 24 hours per day.
 - vii. All electronic images must remain static. No flashing, blinking, chasing, animations or other attention seeking effects shall be permitted.
3. One (1) sign over each pump stand not to exceed eighteen (18) inches in height with length governed by the length of the pump structure itself.

G. Directional Signs

Directional signs accessory to parking and driveway areas are permitted subject to the following regulations:

1. One (1) sign may be erected to designate each entrance to or exit from a parking or driveway area. One (1) additional directional sign is permitted for each intersection of drive aisles within a site, to identify traffic routing, entrances and services, such as drive-in lanes. Each such sign shall not exceed three (3) square feet in area. Directional signs may be double-faced signs and placed no higher than four (4) feet above grade.
2. Directional signs must identify use only by means of a logo, shape, or color with the exception of words such as ENTRANCE or EXIT. Directional signs may also identify walkways, parking lot entrances and exits, and features of a similar nature.
3. When more than one (1) directional sign is located on a single site or unified

development, each Directional Sign shall maintain a consistent sign design.

4. Directional signs must be located entirely on the property to which they pertain and must be located so as not to interfere with the safe sight distances of vehicles traveling into, out of, or throughout the site.

CHAPTER 11

PROHIBITED SIGNS

SECTION:

12-11-1 PROHIBITED SIGNS

It is unlawful to erect or maintain any of the following signs:

- A. Signs which emit sounds including, but not limited to, voice, music, and similar methods of advertising.
- B. Any sign which is wholly or partially illuminated by flashing, blinking, or intermittent lights or other means not providing constant illumination, including strobe lights, spotlights and floodlights. A sign whereon the time and/or temperature is indicated by intermittent lighting shall be deemed to be a flashing sign.
- C. Moving signs. No sign or part of any sign shall move or give the illusion of movement in any manner.
- D. Feather signs, bunting, pennants and items of a similar nature, not including those permitted in accordance with this Title.
- E. Roof signs.
- F. Signs of an obscene nature.
- G. Signs which are not erected, placed or located by a governmental entity and that constitute a traffic hazard, including those signs that:
 - 1. Obstruct free and clear vision at any street, intersection, parking lot entrance or exit, or driveway.
 - 2. Interfere with, obstruct the view of, or may be confused with any authorized traffic sign, signal or device because of its position, shape or color, including signs illuminated in red, green or amber color to resemble a traffic signal.
 - 3. Make use of the words STOP, LOOK, DETOUR, DANGER or any other word, phrase, symbol or character in a manner that misleads, interferes with, or confuses traffic.
- H. Signs which obstruct the use of driveways, doors, windows, fire escapes, or any such opening intended to provide access or egress for any building or structure.
- I. Off-premise or billboard signs, except as permitted in Section 12-3-1 as part of a Master Sign Plan.
- J. Any goods, wares, or merchandise suspended from, the exterior of any building or structure.
- K. Ground signs, wall signs and directional signs erected in any residential district, except as defined in this Title.

- L. Internally illuminated cabinet style ground and wall signs in which each letter is not individually articulated.
- M. Signs on fences, trees, or utility poles, which are not required by State or Federal law.
- N. Signs consisting of a cluster or series of lights, except on such clocks and weather gauges as may be authorized by other sections of this Title.
- O. Home occupation signs.
- P. Pole type signs, temporary or permanent.
- Q. Attachments to any advertising structure or real estate sign.
-  R. Signs composed of exposed neon tubing, Electronic Display Screens, Electronic Message Signs, and similar technologies unless otherwise permitted by a Planned Unit Development or Master Sign Plan.
- S. Temporary wall signs.
- T. Window signs for office buildings.

VILLAGE OF LINCOLNSHIRE

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 12 (SIGNS)
OF THE LINCOLNSHIRE VILLAGE CODE
(Menu Boards)**

WHEREAS, the Village of Lincolnshire, an Illinois home rule municipal corporation, has the authority to adopt ordinances and promulgate rules and regulations that pertain to its government and affairs, including the coordination and operation of various activities and structures within its boundaries, and to protect the public health, safety, and welfare of its citizens; and

WHEREAS, the Village has express statutory authority to establish and enforce standards for the review of the design of buildings and structures, including signs, 65 ILCS 5/11-13-1(12); and

WHEREAS, the Village Board finds it necessary for the promotion and preservation of the public health, safety and welfare of the Village that the design, erection, construction, location and maintenance of all signs be regulated and controlled;

WHEREAS, the Village has an important and substantial interest in ensuring the signs erected and displayed in the community are constructed well and maintained in good order to ensure the signs do not deteriorate and consequently have a negative impact on aesthetics and property values; and

WHEREAS, Village Board finds that sign clutter makes the community less attractive for commerce and private investment, and dilutes and obscures messages being displayed in the village's non-residential sign districts by creating visual confusion and aesthetic blight; and

WHEREAS, the Village Board desires to revise the regulation of signs by creating a menu board sign category and establishing regulations for such signs; and

WHEREAS, the Village Board referred to the Architectural Review Board ("ARB") a petition to research, consider and prepare proposed text amendments to the Sign Code related to menu boards; and

WHEREAS, following due publication of notice in the October 1, 2019 Daily Herald, a public hearing concerning the proposed amendments to the regulation of menu board signs was convened by the ARB on October 17, 2019; and

WHEREAS, following deliberation and consideration on the evidence and testimony elicited during the public hearings and the recommendation of the ARB, the Village Board desires for the Sign Code to be amended as proposed by Staff; and

WHEREAS, the Village hereby finds that it is in the best interest of the Village and the public to amend its Sign Code to promote the highest and best use of the land in the Village and to achieve various other goals promoting the economic health and welfare of the Village.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village Of Lincolnshire, Lake County, Illinois, in exercise of its home rule powers, as follows:

SECTION ONE: The findings contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance as though fully set forth herein. The findings of the Architectural Review Board of the Village of Lincolnshire, Lake County, Illinois, are herein incorporated by reference as the findings of this Board to the same effect as if fully recited herein at length. All references in the ARB's findings are made the references of the Mayor and Board of Trustees of the Village of Lincolnshire.

SECTION TWO: Title 12, Chapters 9 and 11 are hereby amended in the manner described in Group Exhibit A, attached hereto and incorporated as though fully recited herein. The changes are shown as additions described with underlines and deletions described with strikeouts. Language which is omitted from Group Exhibit A is not intended to be changed.

SECTION THREE: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, either facially or as applied, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof or any other application under which such provision is deemed permitted.

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

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

SO ORDAINED this _____ Day of _____, 2019, at Lincolnshire, Lake County, Illinois.

AYES:

NAYS:

ABSENT:

APPROVED:

Elizabeth J. Brandt, Mayor

DATE: _____

ATTEST:

Barbara Mastandrea, Village Clerk

GROUP EXHIBIT A

TITLE 12

CHAPTER 9
CHAPTER 11

[SEE ATTACHED]

CHAPTER 9

SIGN CONSTRUCTION AND DESIGN: SPECIFIC STANDARDS BY SIGN TYPE

SECTION:

12-9-1 SIGN CONSTRUCTION AND DESIGN: SPECIFIC STANDARDS BY SIGN TYPE

The following signs are the only types of permanent signs permitted in the Village.

A. Ground Signs

Ground signs are permitted subject to the following:

1. Ground signs are permitted only in the districts listed in Tables 1 and 2, subject to the regulations of Tables 1 and 2 and this Title.
2. One (1) ground sign is permitted per street frontage of a zoning lot with a maximum of two (2) sign faces, except that any lot or parcel with a frontage of eight hundred (800) feet or more may have two (2) ground signs located not less than four hundred (400) feet apart. If a zoning lot has frontage on more than one (1) street then said lot will be allowed one (1) ground sign per frontage, provided there is sufficient frontage to place the two (2) signs no closer than one hundred (100) feet apart.
- ~~3. In addition to a ground sign, drive-through establishments are permitted one (1) menu board sign, whether constructed as a ground sign or double post sign, no more than forty (40) square feet in sign area, no more than six (6) feet in height and no less than twenty (20) feet from any lot line.~~
34. Ground signs must be setback a minimum distance from the edge of the street, as shown in Table 1: Ground Signs – Monument and Table 2: Ground Signs – Double Post. All signs must be located entirely on private property. No part of any ground sign may be located within or over a street.
4. All ground signs shall be approved by the Department of Community and Economic Development as being in compliance with Title 5, Chapter 4 of the Village Code and shall be constructed of incombustible or approved combustible materials as defined in Section 12-3-1 Definitions.
5. Ground signs may be illuminated by backlit/reverse channel or channel lighting or by external lighting fixtures such as goosenecks and flood lights, with lighting color restricted to shades of white. Internally illuminated ground

signs shall be designed so light is filtered through the face of individually cut letter sets.

- 6.** The sign structure and sign face of ground signs shall exhibit good scale and proportion; and shall be an integral part of the site and building design by sharing architectural features with the principal structure, including one or more building materials, colors, or design elements.

- 7.** The sign material of ground signs shall consist of materials such as wood, stone, brick, copper, bronze, steel, brushed aluminum, iron, concrete, or similar. Synthetic plaster shall be permitted if it is used as a primary exterior material on the approved principal structure.

- 8.** Letters and logo(s) are limited to no more than two (2) colors and must be individually carved, etched, or raised and may consist of plastic, wood, or metal letters, with a non-reflective surface, on a contrasting background. Multiple colors used on a logo or mark registered with the United States Patent and Trademark Office are permitted. Consistency must be provided between ground sign lettering and the accompanying wall signs on the building.

- 9.** Ground signs for multi-tenant buildings shall exhibit the same design characteristics; including materials, color, fonts, lighting, tenant panels, etc, and shall be consistent in design where there are multiple ground signs on a single property. Ground signs for multi-tenant buildings are limited to four (4) tenants per sign face and a development name. The development name must be larger than the name of individual tenants. In addition, the development name may be distinguished from the individual tenants by font, color or material.

- 10.** The Copy Area shall be a minimum of 2 inches (2") from the perimeter of each Sign Face and shall not exceed a maximum of seventy percent (70%) of the Sign Area.

TABLE 1 GROUND SIGNS – MONUMENT				
SIGN DISTRICT	Maximum Sign Area	Maximum Height of Monument	Maximum Length of Monument	Minimum Setback
Commercial Sign District - Single Tenant	60 sq. ft.	6 ft.	10 ft.	15 ft.
Commercial Sign District	75 sq. ft.	7.5 ft.	10 ft.	15 ft.

- Multi Tenant				
Office/Industrial Sign District	72 sq. ft.	6 ft.	12 ft.	15 ft.
Residential Sign District	30 sq. ft.	5 ft.	6 ft.	15 ft.

TABLE 2 GROUND SIGNS – DOUBLE POST					
SIGN DISTRICT	Maximum Sign Area	Maximum Structure Area	Maximum Structure Height	Maximum Structure Length	Minimum Setback
Commercial Sign District	30 sq. ft.	72 sq. ft.	6 ft.	12 ft.	15 ft.
Office/Industrial Sign District	30 sq. ft.	72 sq. ft.	6 ft.	12 ft.	15 ft.
Residential Sign District	20 sq. ft.	44 sq. ft.	5.5 ft.	8 ft.	15 ft.

* * *

Language which is omitted is not intended to be changed.

* * *

G. Menu Boards. One (1) menu board is permitted for each restaurant drive-through aisle where patrons may order and receive food or beverages at a drive through service aisle, subject to the following conditions:

1. Menu boards will be designed only as a monument sign or double post sign.
2. Menu boards will only be located adjacent to, and the sign face must aim toward, the drive through service aisle.
3. Each menu board will conform to the following regulations:
 - a. No more than forty (40) square feet in sign area,
 - b. No more than six (6) feet in height; and
 - c. No less than twenty (20) feet from any lot line.
4. Menu boards shall be landscaped at the base with evergreen plantings.
5. Menu boards may use an electronic sign, provided it complies with the following standards:
 - a. The menu board content may change only once per meal service (breakfast, lunch and dinner).

- b. Electronic signs shall be turned off when the drive-through service aisle is closed to patrons.
- c. Menu boards may not emit sound, except as part of the communication between the business and the patron.
- d. The content displayed on the electronic sign, and the transition between messages or images, will not use any flashing, blinking or intermittent lights or other means not providing constant illumination, including strobe lights, spotlights or floodlights.
- e. The content displayed on the electronic sign will use static images and will not use any animation.
- f. The brightness level of the electronic sign will be limited to no more than 2,500 nits during the day and no more than 500 nits at night, with the electronic sign equipped with a light sensor programmed to automatically adjust the brightness based on ambient light levels.
- g. The sign copy area shall have a light-colored background with contrasting letters during daytime display and a black background with contrasting letters during nighttime display.
- h. Pursuant to Section 12-8-1(H)(3), each electronic message sign shall be counted as one item of information. The Village shall interpret and apply this rule so that the electronic message portion of the menu board shall count as one item of information only if all content of the electronic message pertains to the same subject matter at any one time. Electronic messages containing more than one subject matter at the same time shall be characterized as two items of information.

CHAPTER 11
PROHIBITED SIGNS

SECTION:

12-11-1 PROHIBITED SIGNS

It is unlawful to erect or maintain any of the following signs:

* * *

Language which is omitted is not intended to be changed.

* * *

- R.** Signs composed of exposed neon tubing and, ~~Electronic Display Screens, Electronic Message Signs, and similar technologies,~~ unless otherwise permitted by Section 12-9-1(H)(5), 12-9-1(F)(2)(b) or a Planned Unit Development or Master Sign Plan.



Chair Kennerley asked **Mr. Laska** why the Ravinia Plumbing logo was not included in the sign copy. **Mr. Laska** replied in order to fit the logo, they would either have to demolish the entire structure or the logo would be too small in the current configuration. **Chair Kennerley** also noted all the words and letters are capitalized and make it difficult to distinguish company name and services. **Member Baskin** stated the sign looks like an advertisement and suggested the petitioner incorporate the logo/brand in the sign design. **Member Orzeske** agreed that the logo is important and the proposed sign is not consistent with their branding. **David Ariano**, President of Ravinia Plumbing, stated he would consider bringing the logo into the sign design. **PDM Zozulya** suggested laser cut lettering as an alternative to the push-thru acrylic sign face as flat decal lettering is prohibited by code.

Member Santosuosso moved and **Member Orzeske** seconded the motion to approve the proposed ground identification sign modifications for Ravinia Plumbing at 575 Bond Street, as presented in the packet submitted by Ravinia Plumbing, with the cover letter dated October 8, 2019, and further subject to the petitioner's consideration of including the company logo in the sign copy with references to the four services moved to the sign's corners.

PDM Zozulya noted the petitioner will need to submit a revised sign application reflecting the ARB revisions for staff approval.

Motion passed unanimously by voice vote.

- 3.3 Public Hearing regarding an Amendment to Title 12 (Sign Control) of the Lincolnshire Village Code to Permit, and Develop Regulations for Manual and Electronic Menu Boards for Food Establishments with a Drive-Through (Keyser Industries/McDonald's)

Chair Kennerley recessed the Architectural Review Board meeting, convened the public hearing, and reviewed the public hearing procedures.

Michelle Freeman, Keyser Industries, and **Chris Prucnal**, McDonald's franchisee, were sworn in by Chair Kennerley.

PDM Zozulya summarized current Sign Code regulations, noting the Village does not permit electronic menu boards. Restaurants with a drive-through can only have a manual-type menu board. She added Lincolnshire has three drive-through establishments, including McDonalds, Culver's and Dunkin' Donuts. **PDM Zozulya** stated McDonald's has approached the Village in regards to electronic menu boards which would replace their manual menu boards. She added staff surveyed the other Lincolnshire restaurants with a drive-through, and that Culver's had no immediate plans to change their current menu boards, though they may pursue this in the future pending corporate consideration. Dunkin' Donuts did not respond.

PDM Zozulya summarized staff research of surrounding communities. A number of local communities have recently reviewed or adopted code changes to permit



electronic menu boards. These communities include Deerfield, Glenview, Bannockburn, Highland Park, and Lake Bluff. Staff also contacted the Northwest Municipal Conference for information and included the results of their survey in the ARB agenda packet. She stated staff research also included brightness level limits, which were presented to the ARB for consideration. She stated the current code allows one manual menu board per drive-through aisle; no more than 40 square feet for sign area and a height of no more than 6 feet; and a minimum setback of 20 feet from any lot line. She added when McDonald's submitted their petition, they indicated the new menu boards would be smaller than the manual menu boards. **PDM Zozulya** stated staff looked at text amendments and the impact it may have on other drive-through food establishments in the future. Staff drafted the proposed amendments to allow for variability in restaurant operations while establishing a specific set of standards.

PDM Zozulya stated the petitioner appeared before the Village Board on September 23, 2019, and the Village Board provided direction to review permissibility for other types of electronic signs and determine an appropriate level of brightness comparable to Village of Deerfield requirements (1,500 nits during the day and 500 nits at night).

PDM Zozulya summarized the proposed amendments which will be included in Section 12-9(1) (H) of the Village Code (Sign Construction and Design). She noted these amendments will allow: (1) only one menu board content change per meal service; (2) signage be turned off when drive through is closed; (3) no sound other than communication between the patron and employee; (3) no flashing, blinking, or other means not providing constant illumination; (4) static images; (5) no animation; (6) brightness level limited to no more than 1,500 nits during the day and no more than 500 nits at night, with a light sensor programmed to automatically adjust the brightness; and (7) copy area shall have a black background with contrasting colors during nighttime display. Each electronic message sign shall be counted as one item of information.

PDM Zozulya stated notice of public hearing was published in the newspaper in compliance with publication deadlines, and notification to adjacent owners by mail is not required for Village-wide code amendments.

Ms. Freeman presented the petition. She stated their company has worked with numerous franchisees to update menu boards per a corporate deployment program that substantially reduces the size of menu boards while providing consistent pricing information and faster service to customers. She noted the new electronic boards emit less light than the existing signs, allowing adjustments as needed through a sensor based on ambient lighting. There will be no animation, sound, or video on the proposed signs, and they will be turned off non-operating hours.

Member Baskin asked about a lumens versus nits conversion. **Mr. Prucnal** stated the existing signs emit 56,850 lumens, which equals approximately 3,200 nits. **Mr. Prucnal** stated the electronic boards will emit less light than the current



fluorescent lighting at their highest setting of 2,500 nits. **Ms. Freeman** stated the screens will withstand temperature and wind elements. She presented pictures of the menu screens installed in Wheeling, noting the brightest part of the day is when the signs emit a higher nit range when set with the self-adjusting feature. **Mr. Prucnal** stated when an override is forced on the setting, visibility issues become a problem. **Member Baskin** asked why one would override preset settings. **Ms. Freeman** stated Deerfield had strong concerns and wanted to reduce nighttime glare. **PDM Zozulya** asked about Glenview's requirements for 500 nits for both day and night. **Ms. Freeman** stated they complied with Glenview's more stringent request, adding Glenview stated if they have issues with this setting requirement, they can come back to the Village to request adjustments. **Mr. Prucnal** stated the Glenview night screen has a black background so visibility at night is not an issue, but visibility issues may occur with a 500-nit daytime setting on the white background on an overcast day. He added he believes municipalities are concerned about light pollution, but the new menu boards emit much less light than existing boards. There was discussion regarding the requirement of 1,500 nits during the day with 500 nits at night utilizing the built-in sensors programmed to automatically adjust. **Ms. Freeman** stated her recommendation would be to increase the daytime limit to 2,500 nits, which would provide more flexibility to food establishments. The benefit would be to reduce the number of variation requests coming to the Village and help address each food establishment's branding. She added if 1,500-nit daytime limit is recommended, it should not be an issue for McDonald's.

Ms. Freeman stated the Village should consider the background color for future menu boards. She stated a black background with 1,500 nits could be very bright during the day. The ARB should consider a lighter background for the daytime display and a dark background for the nighttime display.

Mr. Prucnal noted the changeover to this type of menu board has many advantages for business, stating staff has to manually change menus daily and cannot incorporate seasonal changes or specials, which may impacts pricing. **Mr. Prucnal** further added landscaping will remain. The new menu boards will be installed in the same place as the existing menu boards and would have a masonry base.

There being no further questions or public testimony, **Chair Kennerley** closed the public hearing and reconvened the Architectural Review Board meeting.

Member Baskin moved and **Member Santosuosso** seconded the motion to recommend approval to the Village Board a text amendment to Title 12, Sign Control, of the Village of Lincolnshire Village Code regarding manual and electronic menu boards, as presented in the presentation packet dated September 30, 2019 with the following changes:

- A minimum setback of twenty (20) feet shall be provided from any lot line.
- The brightness level of the electronic sign be limited to no more than 2,500 nits during the day.



- The sign copy area shall have a light-colored background with contrasting letters during the daytime display.

Roll Call:

Ayes: Santosuosso, Orzeske, Baskin, Killedar, and Kennerley

Nayes: None

The motion passed unanimously by roll-call vote.

PDM Zozulya stated this petition will go before the Village Board for final consideration and potential approval on October 28, 2019.

4.0 **UNFINISHED BUSINESS.** None

5.0 **NEW BUSINESS.** None

6.0 **CITIZENS COMMENTS.** None

7.0 **ADJOURNMENT**

There being no further business, **Chair Kennerley** requested a motion to adjourn. **Member Santosuosso** moved and **Member Baskin** seconded the motion to adjourn. The meeting adjourned at 8:28 p.m.

Respectfully Submitted,
Carol Lustig
Administrative Assistant, Community & Economic Development Dept.

**REQUEST FOR BOARD ACTION
Committee of the Whole
October 28, 2019**

Subject: Whytegate Homeowners Association – Declaration Amendment

Action Requested: Consideration of a First Amendment to Declaration of Whytegate Homeowners Association

Petitioner: Whytegate Homeowners Association

Originated By/Contact: Tonya Zozulya, Planning & Development Manager

Referred To: Village Board

Background

• The Whytegate Homeowners Association (HOA), a not-for-profit corporation, seeks the Village’s consent to amend the Declaration of Whytegate Homeowners Association (Declaration) to change voting requirements. The HOA is comprised of four single-family homes (the “quad”) which are subject to the Declaration (200 Riverwoods Road, 302 Surrey Lane, 304A Surrey Lane, and 301 Carlisle Lane – see Figure 1 and attached Document 1). All four property owners expressed support for the amendment by signing the attached document (see attached Document 2).



- The 69-home Whytegate Unit One Subdivision was approved in 1985 and constructed by developer Arthur J. Greene Construction. It is located on the west side of Riverwoods Road. The area originally housed Harham Farm established by the Florsheim family in the early 1930s, based on information provided by the HOA.
- A Declaration of Whytegate Homeowners Association was approved in 1985 at the time of the subdivision approval for the “efficient preservation of the values and amenities” of the 1-acre Common Area lot (see attached Document 4). The HOA is responsible for the use, beautification, maintenance, and other matters related to the Common Area from the funds collected from the quad. The Declaration document indicates it covers the four homes as well as the Common Area. Prior to the subdivision development, the Common Area was used as a horse cooling path for the Harham Farm (200 Riverwoods Road served as

gateway house; 301 Carlisle Lane served as the summer house; 304A Surrey Lane served as the stablemaster's quarters; and 302 Surrey Lane is the newest house built by Arthur J. Greene in 1986). Today, each of the four property owners and their guests are allowed to use the Common Area for enjoyment and access to their properties. The Declaration does not have an expiration date and can be amended from time to time as needed with the consent from the Village, per Declaration Article VIII (2), Amendment.

- As part of the subdivision approval, and separate from the Declaration, Covenants were created to provide for the "preservation of the values and amenities of the subject real estate for the benefit of the Village and each present and subsequent owner" on six single-family residential properties (200 Riverwoods Road; 302, 304, and 304A Surrey Lane; and 301 and 303 Carlisle Lane) as well as the Common Area (see attached Document 5). The properties at 304 Surrey Lane and 303 Carlisle Lane, are part of the Covenants but not the Declaration. It is unclear why the Declaration and Covenants were created as two separate documents and why they do not apply to the same exact area. The Covenants may be enforced by the Village and/or the homeowners for 40 years since its adoption (i.e., until April 2025). The Covenants regulate character, colors, finish, and scale of exterior structures as well as landscape design and requires ARB review and final approval by the Village Board for these types of improvements.

Summary of Current Request & Staff Comments

- The Whytegate HOA submitted the attached letter of request and amendment proposal for the Village Board's consideration and approval (see attached Documents 2 and 3). The letter states the reasons for the amendment are twofold: (1) to "ensure the 'quad' will remain as it is today for current/future residents" and (2) to "protect and/or increase property value for all Whytegate HOA Homeowners."
- Current and proposed amendments to Declaration Article VI, Section 4(a) - Meetings - are summarized below:

Item	Current	Proposed
Voting requirements for taking action at quad meetings	75% of quad (i.e., 3 out of 4 homeowners must be in favor)	<ul style="list-style-type: none"> • Material/permanent change to use and enjoyment of common area (e.g., alterations to the common area; discontinuing access to the common area for one of the homes) would require 100% approval of the quad (i.e., 4 out of 4 homeowners must be in favor) • Immaterial changes or temporary uses or enjoyment of the common area (e.g., hiring of contractors; temporary tent installation) would require 75% approval of quad (i.e., 3 out of 4 homeowners must be in favor)

- The Whytegate HOA is considered both a not-for-profit corporation and a common interest community association, per State law. The Village Attorney reviewed two applicable state

laws (the General Not-For-Profit Corporation Act and the Common Interest Community Association Act) to determine if they require 100% of votes for an action to be taken by an HOA, as proposed by the Whytegate HOA. Under each of these laws, there are no circumstances which require the unanimous consent of all the owners/members to enact a change or grant approval. The Village Attorney's opinion is that an amendment to the Whytegate Declaration to require the unanimous consent of all owners is not supported by state law and is uncommon and may give too much power to the minority position on any question. In the event of a split vote (3 in favor and 1 opposed), the opposing homeowner will stop an action by the HOA. Additionally, the Village Board does not require unanimous consent for any action. Staff informed the HOA of the Village Attorney's determination and concerns. Staff has met with all four quad property owners to understand their request and to further the Village Attorney's findings. The homeowners stated they are aware of the potential for the "holdout" vote but wished to proceed with their request as presented.

- The proposed amendment will not impact other Lincolnshire residents, and will only apply to the four-home quad area with the adjacent Common Area.

Approval Process

1. Committee of the Whole Review (1st reading) – October 28, 2019 **CURRENT**
2. Village Board Approval (2nd reading) – November 11, 2019 **PROJECTED DATE**

Recommendation

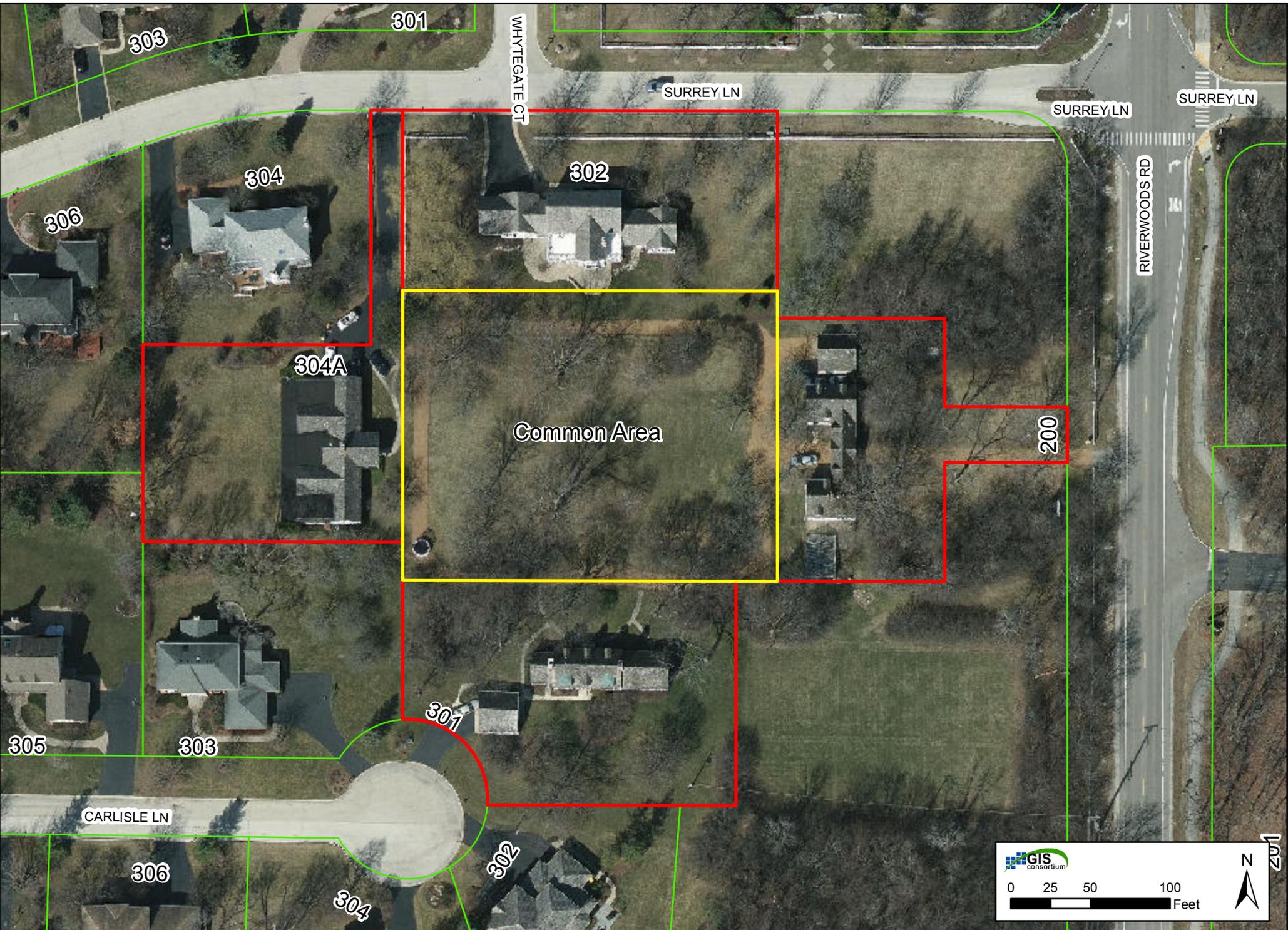
Consideration and feedback to the Whytegate HOA and staff and placement on the November 11, 2019 Village Board Consent Agenda for approval with any revisions.

Reports and Documents Attached

- Document 1: Whytegate quad location map.
- Document 2: Letter of request, prepared by Whytegate HOA, dated October 28, 2019.
- Document 3: Proposed First Amendment to the Declaration of Whytegate Homeowners Association, prepared by Whytegate HOA.
- Document 4: Current Declaration of Whytegate Homeowners Association.
- Document 5: Covenants for the Whytegate Homeowners Association.

Meeting History	
Committee of the Whole – Consideration of Declaration Amendment (First Reading)	October 28, 2019

Whytegate Subdivision Quad



Whytegate Homeowners Association
Lincolnshire, IL 60069
(224) 622-1705
barrygurewitz@sbcglobal.net
October 28, 2019

Mayor Elizabeth Brandt and Village Trustees
Village of Lincolnshire
One Olde Half Day Rd.
Lincolnshire, IL 60069

Dear Mayor Elizabeth Brandt and Village Trustees:

Thank you in advance for your time and consideration.

All members of the Whytegate Homeowners Association are requesting Village Board approval to amend the Declaration of the Whytegate Homeowners Association. Per the HOA documents, any amendment must be signed, approved and acknowledged by the Village.

The Whytegate Homeowners Association wishes to amend the current voting rights from 75% to 100% for any permanent or material change to the common area, while still allowing for the same 75% vote for routine maintenance.

Background Facts

1. The covenants impacting our homes and land expire in April 2025.
2. The Whytegate Homeowners Association will continue after the covenants expire.
3. In addition to the proposed amendment, please review the document titled, "History of the Florsheim Estate."

Why?

1. Ensure the "quad" will remain as it is today for current and future residents.
2. Protect and/or increase property value for all Whytegate HOA Homeowners.

At least one member of the HOA will be present to answer any questions during the Village Board meeting scheduled for October 28th, 2019.

Sincerely,

Whytegate Homeowners Association

History of the Florsheim Estate

- Originally, Harham Farm, the Florsheims (of Florsheim Shoe Co.) built the summerhouse, gatehouse, and stablemaster's quarters as a weekend and summer retreat in 1932. ¹
- The Florsheim family raised hundreds of American Kennel Club Airedale, Welshe, and wirehaired terriers, dozens of racehorses, and thousands of turkeys. ¹
- In the mid-80's, the 55-acre property was sold to Arthur J. Greene for the development of 69 single-family homes.
- At the same time the neighborhood was developed, a fourth home was built directly across from the summerhouse. This completed the quadrangle, and the exterior of the home shares the same character of the estate farm era.
- The quad is a private, 1 acre park for use only by the four families in the homes surrounding what was originally a horse cooling path (7.69 laps = 1 mile).
- Today, the quad is enjoyed on a daily basis by four families. On many days, you'll see kids and parents enjoying conversation, sports, and the walking path. The current homeowners all feel the quad is a unique, special extension of their home and the site of many lasting memories.



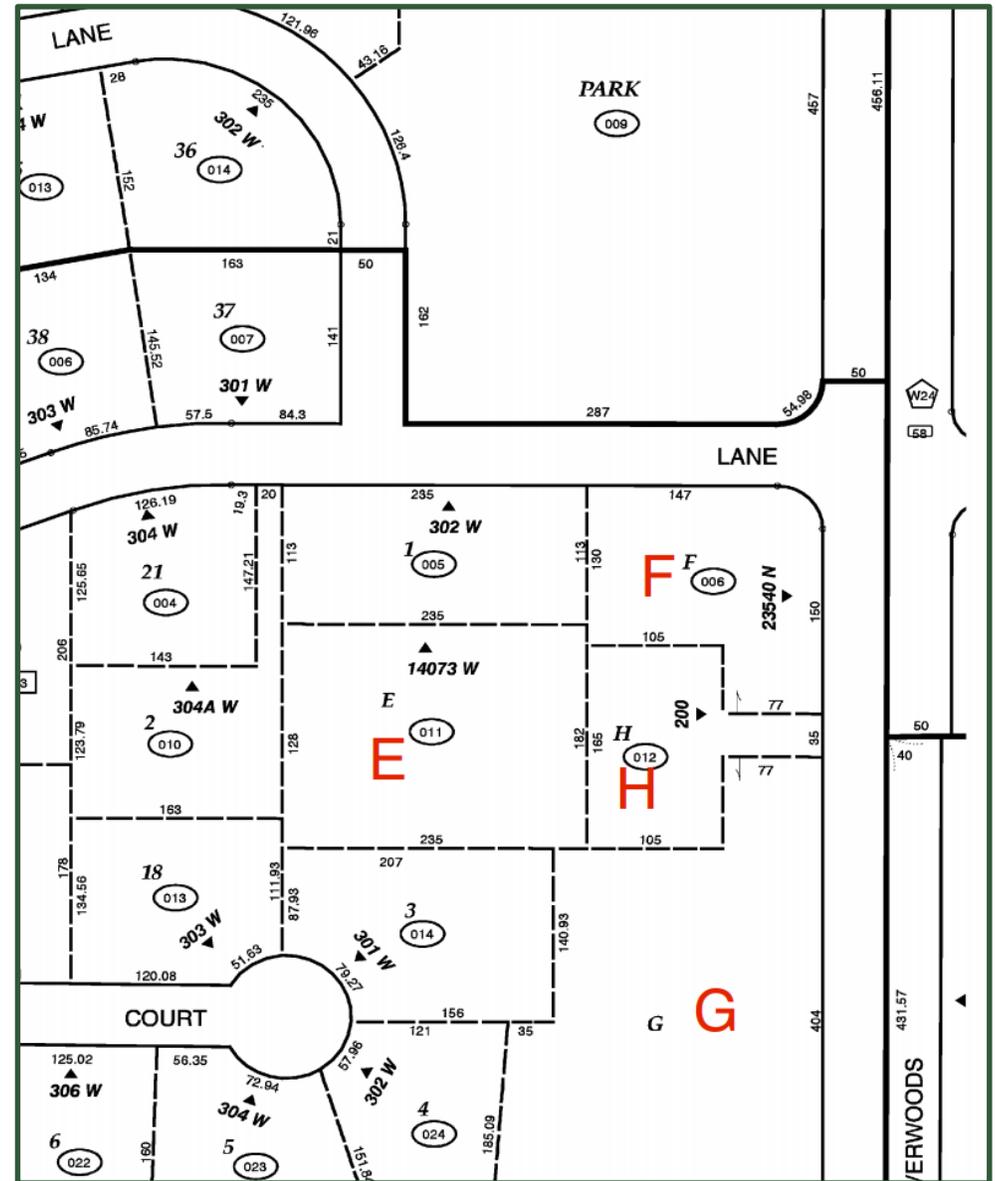
Questions about the community, schools, neighborhoods, or the quad?

Any of the quad homeowners would be happy to answer questions.

- 302 W (North Lot) - Barry @ 224-622-1705 or Heather @ 847-530-7565
- 304A (West Lot) - Alex @ 847-612-7833 or Angie @ 847-903-6371
- 301 W (South Lot) - Charley @ 847-624-4569 and Mary Ann @ 847-624-4586
- 200 (East Lot) - Dave @ 847-274-3680 or Kim @ 773-793-9993

What we know today, but didn't when we bought...

- In the quad's whole existence, the fair market value (FMV) has always been \$1 and there has been no tax bill. The PIN is 15-14-203-011. The relevant provision in the IL tax code is [35 ILCS 200/10-35](#).
- Our homeowner's association dues have never gone up. Each family pays \$600 annually to care for the quad.
- In addition to the quad, there is open land directly east of the north and south lots. The total square footage of the quad + park across Surrey Ln. + lots F and G is over 279,000 feet or 6.41 acres.
- The covenants covering the exterior of our homes expire in April of 2025.
- Even when the covenants expire, the quad (E) or common area will remain exactly as it is today. Any material or permanent change to the quad will require a 100% vote.



**FIRST AMENDMENT TO THE DECLARATION OF
WHYTEGATE HOMEOWNERS ASSOCIATION**

THIS FIRST AMENDMENT (this "First Amendment") to the Declaration of the Whytegate Homeowners Association (the "Declaration") is made by the owners of the undivided interest in the common area of the Association, whose names are subscribed below (the "Owners"), and with the consent of the Village of Lincolnshire. Any term used but not defined herein shall have the meaning assigned to such term in the Declaration.

RECITALS

WHEREAS, the Declaration was recorded in Lake County, Illinois on December 19, 1985, as Document No. 2407810;

WHEREAS, the Owners having one hundred percent (100%) of the total votes desire to amend the Declaration as set forth herein pursuant to and in accordance with Article VIII, Section 2 of the Declaration; and

WHEREAS, the Village of Lincolnshire desires to consent to this First Amendment pursuant to and in accordance with Article VIII, Section 2 of the Declaration;

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Article VI, Section 4(a) is hereby deleted in its entirety and replaced with the following paragraph:

Meetings

Meetings of the voting members shall be held at any place designated in any notice of a meeting. The presence in person or by proxy at any meeting of the voting members having seventy five percent (75%) of the total votes (i.e., three of the total four votes) shall constitute a quorum. The Association may take an action only if one hundred percent (100%) of the total votes (i.e., four of the total four votes) are in favor of such action; provided, however, that the Association may take an action limited in scope to routine maintenance of the common area (e.g., engagement of a service provider for lawn services) or temporary use or enjoyment of the common area (e.g., erection of a tent or movie screen for a social gathering) if at least seventy five percent (75%) of the total votes (i.e., three of the total four votes) are in favor of such action. Notwithstanding anything to the contrary herein, including, without limitation, Article VI, Section 6(d) of the Declaration, the Association shall in no event take any action that would result in a material and/or permanent change to the use or enjoyment of the common area unless one hundred percent (100%) of the total votes (i.e., four of the total four votes) are in favor of such action.

2. The effective date of this First Amendment shall be the date of recording with the Office of the Recorder of Deeds of Lake County, Illinois.

3. Except to the extent expressly set forth herein, the remaining provisions of the Declaration shall remain in full force and effect.

4. This First Amendment may be executed in counterparts.

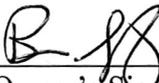
[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

We, the undersigned property owners of the Whytegate Homeowners Association, do hereby approve and adopt the foregoing First Amendment to the Declaration of Whytegate Homeowners Association, which shall be recorded in the Office of the Recorder of Deeds of Lake County, Illinois.

Property Address: 302 Surrey Lane, Lake Forest, IL 60045

Barry Gurewitz
Owner's Printed Name


Owner's Signature

Heather D. Bawden
Co-Owner's Printed Name

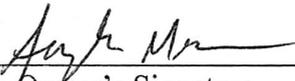

Co-Owner's Signature

Property Address: 304A Surrey Lane, Lake Forest, IL 60045

Alexandro Muresan
Owner's Printed Name

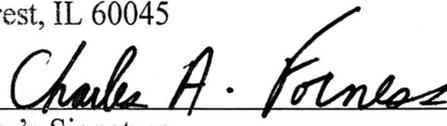

Owner's Signature

ANGELA B. MURESAN
Co-Owner's Printed Name


Co-Owner's Signature

Property Address: 301 Carlisle Lane, Lake Forest, IL 60045

CHARLES A. FORNESS
Owner's Printed Name

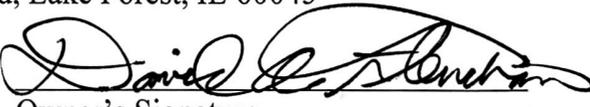

Owner's Signature

MARY ANN FORNESS
Co-Owner's Printed Name

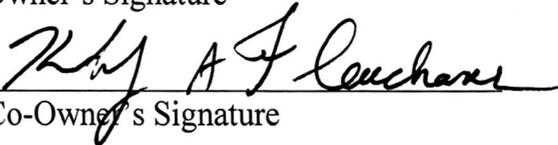

Co-Owner's Signature

Property Address: 200 Riverwoods Road, Lake Forest, IL 60045

DAVID A. FLEUCHAUS
Owner's Printed Name


Owner's Signature

KIMBERLY A. FLEUCHAUS
Co-Owner's Printed Name


Co-Owner's Signature

The Village of Lincolnshire, by and through its Mayor and Board of Trustees, in exercise of the authority granted by the Declaration of Whytegate Homeowners Association, recorded December 19, 1985 as Document Number 2407810, hereby consents to the amendments described in the foregoing instrument.

Approved and Acknowledged:

Village of Lincolnshire

Attest:

Elizabeth J. Brandt, Mayor

Barbara Mastandrea, Village Clerk

I do further certify that the deliberations of the members of said Board of Trustees of the Village of Lincolnshire, on the consideration of the foregoing amendment were taken openly; that said meeting was held at a specified time and place convenient to the public, that the vote on the approval of said amendment was taken openly; that notice of said meeting was duly given to all news media requesting such notice; and that said meeting was called and held in strict accordance with the provisions of the Open Meeting Act, as amended, and that said Board of Trustees has complied with all of the applicable provisions of said Act and its procedural rules in the consideration of said amendments.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Village this ____ day of the month of _____ in the year 20__.

CERTIFICATION

_____, upon oath, states the following:

(1) I am over twenty-one (21) years of age and have personal knowledge of all matters contained in this certification.

(2) I am currently the duly elected Secretary of the Whytegate Homeowners Association.

(3) I hereby certify that the necessary votes and consents have been obtained for the Whytegate Homeowners Association to properly approve and adopt this First Amendment to the Declaration of Whytegate Homeowners Association.

SIGNATURE

DATE

Subscribed and sworn to before me this ____ day of _____, 2019.

NOTARY PUBLIC

DEC 19 1985
DEC 19, 1985

DECLARATION OF WHYTEGATE HOMEOWNERS ASSOCIATION
For Lots 1, 2, 3, and "H" for the maintenance and
control of common area "E" of the Whytegate Subdivision
of Lincolnshire, Illinois

This Document prepared by: Kevin O'Donnell
PRATT, CALABRESE & O'DONNELL, LTD.
835 Sterling Avenue
Palatine, Illinois 60067

DECLARATION OF WHYTEGATE HOMEOWNERS ASSOCIATION

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DECLARATION OF WHYTEGATE HOMEOWNERS ASSOCIATION

THIS DECLARATION is made on the first day of October, 1985, by ARTHUR J. GREENE CONSTRUCTION CO. ("Developer").

WITNESSETH:

A. Whereas, Developer is the owner and beneficial owner of real property (the "Development Property") in the City of Lincolnshire, County of Lake, Illinois, legally described on Exhibit A attached hereto and;

B. Whereas, Developer has deemed it desirable, for the efficient preservation of the values and amenities of the proposed development of the Development Property, to create an agency to which should be delegated and assigned the powers of maintaining and administering the covenants and restrictions pertaining thereto hereinafter contained, to wit, Whytegate Homeowners Association, a not-for-profit corporation;

C. Developer, its successors, assigns and grantees, covenant and agree that the undivided interest in the common area, the membership in the Association and any easements conveyed therewith shall not be separated or separately conveyed and each such undivided interest, membership and easement shall be deemed to be conveyed or encumbered with its respective residence even though the description in the instrument of conveyance or encumbrance may only refer to that residence;

D. Whereas, the Developer desires and intends that it and the other owners, tenants, mortgagees, occupants and other persons hereinafter acquiring any interest in the Development Property, or any part thereof, shall at all times enjoy the benefits of, and shall hold their interests subject to, the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to facilitate the proper administration of the real estate and the improvements thereon and are established for the purpose of enhancing and perfecting the use, value, desirability and attractiveness thereof;

NOW, THEREFORE, the Grantor, as the record owner of the real estate hereinbefore described, and for the purposes above set forth declares as follows:

ARTICLE I - DEFINITIONS

For the purpose of brevity and clarity, certain words and terms used herein, unless the context otherwise requires, are defined as follows:

- Declaration: This instrument and amendments thereto.
- Parcel: The parcel or tract of real estate described in Exhibit A attached hereto.
- Common Area: The parcel or tract of real estate described in Exhibit B attached hereto and made a part hereof.
- Developer and Grantor: Arthur J. Greene Construction Company, an Illinois corporation and as Beneficiary under Trust Agreement dated the 17th day of May, 1983, as Trust No. 7246 with First National Bank of Lake Forest as Trustee.
- Association: Whytegate Homeowners Association

ARTICLE II - COMMON AREA

1. Description: The common area shall consist of that property legally described on Exhibit B attached hereto and made a part hereof.

2. Ownership: The ownership of the common area shall be vested in the Whytegate Homeowners Association, an Illinois Not-For-Profit Corporation.

3. Use of the Common Area: Use of the common area subject to any restrictions contained herein, each owner shall have the right to use the common area in common with all other Association members as may be required for purposes of ingress and egress to and use and enjoyment of the respective residences owned by each owner and for the use and enjoyment of the common area. Such rights shall extend to the owner, guests and other authorized occupants and visitors of the owners and with respect thereto shall be subject to and governed by this Declaration and the By-Laws and Rules and Regulations of the Association. The Association shall have the responsibility of maintaining and ensuring that all restrictive covenants either contained herein or otherwise recorded on the property shall be enforced.

4. Common Expenses - Maintenance of Common Area: Except as otherwise provided herein, management, repair, alteration, and improvement of the common elements shall be the responsibility of the Association. Each owner shall pay his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the common elements including any special assessments levied by the Association which expenses are hereinafter referred to collectively as "common expenses". Each proportionate share shall be equal to Twenty Five (25%) Percent of the expenses of maintenance. Payment thereon shall be in such amount and at such times as may be provided by the By-Laws and/or Rules and Regulations of the Association. The Grantor shall pay its proportionate share until each lot is sold.

In the event of the failure of an owner to pay such proportionate share when due, the amount thereof shall constitute a lien on the interest of such owner, that such lien shall be subordinate to the lien of the mortgage, if any, on the interest of the owner which was duly recorded at the time the lien for such unpaid common expense arose.

5. Alterations, Additions and Improvements: No alterations of the common area or any additions or improvements thereto shall be made by an owner without the prior written consent of the Association, in compliance with recorded Annexation Agreement, and the recorded restrictive covenants. The approval of the Grantor shall also be required until the grantor has completed the entire Whytegate Subdivision.

6. Utilities and Easements:

A. Utility Easements: The telephone company, electric, and gas companies, the owners and all other public or private utilities serving the common area are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, and other underground equipment into, under, along and through any portions of the common area for the purpose of providing utility and other services.

B. Easements and Rights of Village Concerning Maintenance of Utilities: The Village of Lincolnshire shall have the right to enter the common area at any time it deems necessary to repair or maintain any utility equipment, or to otherwise enforce any provisions contained in the Annexation Agreement on any covenants or conditions of record.

C. Easements to Run With the Land: All easements and rights described herein are easements running with the land perpetually in full force and effect and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns and any owners, purchasers, mortgagees and other persons having any interest in the residential properties.

7. Separate Mortgages of Residences: Each resident shall have the right to mortgage or encumber his own respective residence together with his respective ownership interest in the common area. No owner shall have the right or authority to otherwise mortgage or encumber in any manner whatsoever the common area or any part thereof.

8. Separate Real Estate Taxes: Each owner shall pay his proportionate share of the real estate taxes for the common area in the event there is not a separate tax bill for said area.

ARTICLE III - INSURANCE

The Association shall have the authority to and responsibility for obtaining insurance for the common area and said insurance shall insure against all hazards as the Association may deem desirable.

Each owner shall be responsible for the payment of his own hazard insurance policy for his residence.

ARTICLE IV - MAINTENANCE AND REPAIRS

Maintenance, insurance, up-keep, repair, landscaping, materials, supplies, labor, structural alterations, services, gardening, cleaning, decorating, replacements and organization of the common area shall be furnished by the Association as part of the common expenses, and shall be in compliance with all recorded covenants and conditions of record and all Village Annexation Agreements.

In the event any owner wishes to personally plant any trees or shrubs in the common area, said owner shall submit to the Association and the Village and the Grantor a written request. Said request shall be approved by the Association, the Village, and the Grantor prior to the planting. The approval of the Grantor shall be required until the Grantor has completed the entire Whytegate Subdivision.

In the event of non-compliance of any provision of Article V, the Association may petition in any court of competent jurisdiction for any legal or equitable relief allowed by law, with all attorneys' fees and costs assessed against the unit owner.

In the event any owner submits any plans or specifications to the Village for architectural changes or changes in the exterior color of their residence and such a change is controlled by the Annexation Agreement or restrictive covenants, said plans, and specifications or changes must also be approved by the Grantor. The approval of the Grantor shall be required until the Grantor has completed the entire Whytegate Subdivision.

ARTICLE V - REMEDIES ON DEFAULT

In the event of any default by an owner under this Declaration, By-Laws or Rules and Regulations of the Association, the Association, the Village, or the Grantor, or agents may prosecute any action or other proceedings against the defaulting owner for enforcement of any lien or for damages or injunction or specific performance for payment of money and collection thereof, or the eviction of the owner and the right to take possession of the property and to sell the same as hereinafter provided or as provided by law.

All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages together with interest thereon at the then maximum current rate allowable by law shall be charged to and assessed against such defaulting owner. If any owner (either by his own conduct or by the conduct of any other occupant of his residence) shall violate any of the covenants or restrictions or provisions of this Declaration or the Regulations adopted by the Association and such violation shall not be cured within thirty (30) days after notice in writing from the Association or shall reoccur more than once thereafter, then the Association shall have the power to issue to said defaulting owner a ten (10) day notice in writing to terminate the rights of said defaulting owner to continue as an owner to occupy, use or control his residence and thereupon an action at law for eviction, or in equity, may be filed by the Association against said defaulting owner for a decree of mandatory injunction against said defaulting owner or occupant, or, in the alternative, for a Decree declaring the termination of said defaulting owner's right to occupy, use or control the residence owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting owner in the property shall be sold at a judicial sale upon such notice and terms as the court shall determine.

ARTICLE VI - ADMINISTRATION:

1. Administration of Property: The direction and administration of the property shall be vested in the Association consisting of one person from each residence, the Grantor shall have one vote for each lot until said lot is sold by the Grantor.

2. Association: The Association may cause to be incorporated a not-for-profit corporation under the general Not-For-Profit Corporation Act of the State of Illinois to be called the Whytegate Homeowners Association or a name similar thereto which corporation shall be the governing body for all the owners for the maintenance, repair, replacement, administration and operation of the property. Upon the formation of such Association, every owner shall be a member therein which membership shall automatically terminate upon the sale, transfer, or other disposition by such member of his ownership at which time the new owner shall automatically become a member therein.

3. Voting Rights: The Association shall have one class of membership. Each member shall be known as a "voting member". The total number of votes of all voting members shall be four (4). Each lot shall be entitled to one vote. The Grantor shall be entitled to one vote for each lot until said lot is sold by the Grantor.

4. Meetings: (a) Meetings of the voting members shall be held at any place designated in any notice of a meeting. The presence in person or by proxy at any meeting of the voting members having a Seventy Five (75%) percent of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present. An action may be taken with Seventy Five (75%) percent of the total votes provided all voting members are represented. In the event less than all voting members are represented, the vote must be unanimous.

(b) Annual Meeting. The initial meeting of the voting members shall be held upon not less than ten (10) days' nor more than thirty (30) days' written notice given by the Grantor. Such written notice shall be sent not later than after three of the residences have been conveyed by the Grantor to the purchasers or three (3) years after the recording of this Declaration, whichever date shall first occur. The formation of the Association by the Grantor shall not require Grantor to call the initial meeting of the voting members any earlier than provided in this paragraph. Thereafter, there shall be an annual meeting of the voting members during the first two weeks of April following the initial meeting and during the first two weeks of April each year thereafter at 7:30 p.m. or at such other reasonable time or date.

(c) Special Meetings. Special meetings of the voting members may be called at any time for purposes of considering matters which by the terms of this Declaration require the approval of the owner, or for any other reasonable purpose. Said meetings shall be called by written notice, mailed or delivered by any owner to the other owners not less than ten (10) days' nor more than thirty (30) days' prior to the date fixed for said meeting. The notice shall specify the date, time and place of the meeting and the matters to be considered.

(d) Officers. The Association shall elect annually from among its members a President and a Secretary who shall keep the minutes of all the minutes of the meetings of the Association. The Association shall further elect annually, a Treasurer to keep the financial records and books of the account and such additional officers as the Association shall see fit to elect. A successor to fill the unexpired term of any officer who shall cease to serve due to resignation, removal, death or incapacity shall be elected by the majority of the voting members at a meeting called for that purpose or the next meeting held subsequent to such vacancy occurring.

(e) Any Association member may be removed from office by the affirmative vote of the voting members at a meeting called for that purpose provided a quorum is present pursuant to paragraph 4(a) above and the necessary affirmative votes are obtained pursuant to that paragraph.

(f) The Association shall meet at least four (4) times annually and at such other times as the Association deems necessary. Meetings of the Association shall be open to any owner and notice of such meetings shall be mailed at least forty-eight (48) hours prior to such meeting.

(g) The Developer shall retain all of the right, title, power, privileges, trust, duties and obligations contained in this Declaration until the election of the initial Association. The election of the initial Association shall be held not later than sixty (60) days after the Developer elects to transfer said right, title, power, privileges, trust, duties and obligations to the initial Association. Upon this election, the Developer will disclose and deliver to the board such documents and information as he has in his possession. It is anticipated that the Developer shall transfer said control to the Association when three of the four residences are completed.

5. General Powers of the Board. Without limiting the general powers which may be provided by law, or by this Declaration, the Association shall have the following general powers and duties:

(a) To administer the affairs of the Association and the property;

(b) To adopt administrative rules and regulations governing this administration, management, operation and use of the property in the common areas and to amend such rules and regulations from time to time;

(c) To provide for the maintenance, repair, and replacement of the common areas and payments therefore, and to approve payment vouchers or to delegate such approval to the officers of or the manager or managing agent;

(d) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the owners their respective shares of such estimated expenses, as hereinafter provided;

(e) To exercise all other powers and duties of the Association referred to in this Declaration.

6. Specific Powers of the Association. The Association shall acquire and shall pay for out of the maintenance fund hereinafter provided for, the following:

(a) Any and all necessary utility service for the common service area;

(b) Insurance for the property as provided above;

(c) Landscaping, gardening, snow removal, painting, cleaning, maintenance, repair and replacement of the common areas;

(d) The Association at the direction of the voting members having three-fourths (3/4) of the total votes, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation, and beautification of the common areas and for the health, comfort, safety and general welfare of the owners and occupants of the residences, and compliance with all recorded covenants and conditions of record and the Annexation Agreement of the Village of Lincolnshire, the Grantor must approve all rules and regulations adopted by the Association until all the units in Whytegate Subdivision are completed.

7. Indemnification of Association Members. The members of the Association shall not be personally liable to the other owners or others for any mistake of Judgment or for any acts or omissions made in good faith as such Association members. Each owner shall indemnify and hold harmless the other owners and the Developer against any and all contractual liability to each other arising out of contracts made by the Association members or the Developer on behalf of the owners unless such contract shall have been made in bad faith.

ARTICLE VII - ASSESSMENTS/MAINTENANCE FUND

(a) Each year on or before June 1st, the Association shall prepare an annual budget, estimating the total amount necessary to pay the costs which will be required during the ensuing calendar year for the rendering of all services, together with the reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements and shall cause each owner to receive a written copy of such estimate, at least thirty (30) days' prior to the adoption thereof by the Association. On or before July 1st of each year and December 31st of each year, each owner shall be personally liable for and obligated to pay to the Association one-half (1/2) of the yearly assessment made pursuant to the annual budget prepared by the Association.

(b) The Association may build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expense not originally included in the annual estimate which may become necessary during the year shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any owner's assessment, the Association may at any time levy a further and separate assessment which shall be assessed to the owners equally.

(c) When the officers of the first Association elected hereunder take office, it shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the owners during said period as provided in paragraph (a) of this Article.

(d) The failure or delay of the Association to prepare the annual or adjusted estimate shall not constitute a waiver or release in any manner of the owners' obligation to pay the maintenance cost and necessary reserves, whenever the same shall be determined and in the absence of any annual estimate or adjusted estimate, the owners shall continue to pay the maintenance charge at the rate established for the previous period until a revised maintenance payment has been computed.

(e) The Association shall keep books of account and the receipts and expenditures affecting the common areas. Such books shall be available for inspection by any owner during normal business hours as may be requested by the owner.

(f) If an owner is in default in the monthly payment of the afore-said charges or assessments for thirty (30) days, the Association may bring suit for an on behalf of themselves and as representatives of all owners to enforce collection thereof or to foreclose the lien thereof as hereinafter provided and there shall be added to the amount due the costs of said suit and other fees and expenses together with legal interest and reasonable attorneys fees to be fixed by the court. To the extent permitted by any decision or any statute of law nor or hereinafter effective, the amount of any delinquent unpaid charges or assessments and interest, costs and fees as above provided shall be

and become a lien or charge against the ownership of the owner involved when payable and may be foreclosed by an action brought in the name of the Association as in the case of foreclosure of liens against real estate.

(g) Until the first officers of the Association are elected as provided herein, the Developer upon the completion of each residence shall assess each owner an amount equal to the first estimated yearly budget in addition to the prorated share for the year in which the residence is completed. Said assessment shall be used to defray the then current expenses of the common area. This assessment shall be non-refundable and the owners shall not receive a credit for said assessment upon the sale of said residence to a subsequent purchase.

ARTICLE VIII - GENERAL CONDITIONS

1. Association Determination Binding: In the event of any dispute or disagreement between any owners relating to the common area or any question of interpretation or application of the provisions of this Declaration, the determination by the Association shall be final and binding on each and all of the owners.

2. Amendment: The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by the owners having One Hundred (100%) Percent of the total votes and certified by the Secretary of the Association. Prior to any change, modification or rescission to be of full force and effect, it is necessary that there be filed in the Office of the Recorder of Deeds of Lake County, Illinois, a written statement signed, approved and acknowledged by the Village of Lincolnshire stating that the Village consents to such change.

The change, modification or rescission, shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Lake County.

3. Right to Use, and Title to, Common Elements of the Development Property: Each owner, tenant and occupant shall have the right to use and enjoy the common areas with all other owners, tenants and occupants. The use of the common area shall be subject to and governed by the provisions of this Declaration, the Association's Articles of Incorporation, its By-Laws, any Rules and Regulations promulgated from time to time by the Association, any covenants, conditions and restrictions of record and any restrictions placed on the common area by the Village of Lincolnshire. Title shall be vested in the name of the Association.

4. Notices: Notices provided for in this Declaration shall be in writing and shall be addressed to each owner as the case may be at his usual address of the property.

5. Non-Waiver of Covenants: No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or lapse.

Trustee By: Ronald L. Kilgus TRUST OFFICE
Attached Exoneration Rider is Incorporated herein

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RONALD L. KILGUS personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal this 10th day of DECEMBER, 1985.

Miaxe Merkling
Notary Public

My Commission expires

JUNE 2, 1988

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the First National Bank of Lake Forest or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representations, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any being expressly waived and released.

EXHIBIT "A"

Parcel 1 The East half of the Northeast Quarter of Section 14, Township 43 North, Range 11 East of the Third Principal Meridian (except the North 45 acres thereof) in Lake County, Illinois.

AND

Parcel 2 The North 20 Rods of the South 40 Rods of the East 40 Rods of the Southwest Quarter of the Northeast Quarter and the North 1 Rod of the South 40 Rods of the West 40 Rods of the Southwest Quarter of the Northeast Quarter of Section 14, Township 43 North, Range 11 East of the Third Principal Meridian, in Lake County, Illinois.

AND

Parcel 3 The South 15 acres of the North 30 acres of the East 1/2 of the Northeast 1/4 of Section 14, Township 43 North, Range 11 East of the Third Principal Meridian, in Lake County, Illinois.

EXHIBIT "B"

Lot E as more fully described in that Plat of Subdivision of the Whytegate Subdivision Unit 1, being a subdivision of the Northeast Quarter of Section 14, Township 43 North, Range 11, East of the Third Principal Meridian, in Lake County, Illinois, recorded as Document Number 2354305 in Lake County, Illinois on the 9th day of May, 1985.

C O V E N A N T

THIS COVENANT executed this 29th day of April, 1985, by THE FIRST NATIONAL BANK OF LAKE FOREST, a banking corporation of the United States of America, not individually but as Trustee under a certain Trust Agreement dated the 17th day of May, 1983, and known as Trust No. 7246, (hereinafter referred to as "DECLARANT") for the benefit of the VILLAGE OF LINCOLNSHIRE, a municipal corporation, (hereinafter referred to as the "VILLAGE") and the owners of Lots 1, 2, ^{18, 21, E,} 3 and H located on the property described in Exhibit A attached hereto (hereinafter referred to as the "OWNERS"):

W I T N E S S E T H:

WHEREAS, DECLARANT is the owner of all of the real estate located in the Village of Lincolnshire, County of Lake and State of Illinois, legally described on Exhibit "A" attached hereto and made a part hereof.

WHEREAS, the DECLARANT desires to provide for the preservation of the values and amenities of the subject real estate and for the aesthetic maintenance of the subject real estate for itself and for the benefit of the VILLAGE and each present and subsequent OWNER by assuring the proper use and appropriate development and improvement of the subject real estate and every part thereof;

NOW, THEREFORE, IT IS HEREBY COVENANTED AND AGREED BY DECLARANT, for the benefit of the VILLAGE AND OWNERS that the following real estate is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions and reservations, as covenants binding and running with the land (sometimes hereafter collectively referred to as the "COVENANTS") hereinafter set forth which shall be binding on all parties having or acquiring any right, title and interest therein and shall inure to the benefit of the VILLAGE and each of the OWNERS:

PART I - RESTRICTIONS GOVERNING ALL PARTS OF LOTS 1, 2, 3, 18, 21, E AND H:

A. No evergreen plant materials may be used except for foundation plantings on Lots 1, 2, 3, H or on the East sideyard of 18 and 21.

B. No swimming pools shall be allowed on the above mentioned lots.

C. The following plant material may not be used - willows, poplar, silver maple, boxelder, chinese or siberian elm on any of the above mentioned lots.

D. All lots shall use a grass seed mix or sod type substantially conforming to the following specification attached as Exhibit "B".

PART II - RESTRICTIONS GOVERNING RESTRICTED AREAS ON LOTS 1, 2, 3, 18, 21, E AND H AS SHOWN ON FINAL PLAT:

A. No stone mulching around planting beds shall be allowed in restricted areas.

B. No continuous hedge plantings, except foundation plantings shall be allowed.

C. No fencing or free standing walls of any kind shall be placed on the restricted area.

D. No patios, terraces or decks shall be constructed on the restricted area.

E. Pedestrian walks leading to lot E on lots 1, 2, and 3 shall be constructed of clay brick or flagstone.

F. Parking shall not be permitted in lot E.

G. No cobblestone or similar material shall be used as edging around planting beds or driveways in the restricted area.

H. No hot tubs, fountains or decorative water features shall be placed in restricted area.

I. No statuary shall be placed in the restricted area.

J. No berms or raised planting beds shall be placed in the restricted area.

K. No vegetable garden plots shall be placed in the restricted area.

L. No flood lighting shall be placed in the restricted area.

M. No planter boxes, whether timber, masonry or natural stone, shall be placed in the restricted area.

N. Exterior lighting standards to be free standing and not attached to walls, fences, or exposed footings in the restricted area.

PART 3 - ARCHITECTURAL CONTROL - LOTS 1, 2, 3^{east facing facade 18 & 21} AND H:

A. All buildings or structures that may be built, or any existing structure or building that is altered or added to on lots 1, 2, 3 or H; and any east facing facade of any building or structure that may be built, altered or added on to on lots 18 and 21, shall conform in character, color, exterior finish and scale to the existing structures now occupying lots H, 2 and 3. Architectural conformity shall mean harmonious design treatment of buildings, site layout and landscaping so as to achieve design continuity in style and scale the use of common exterior materials.

Architectural design and exterior treatments of the above-mentioned buildings, structures or alterations or addition thereto shall be approved by the Architectural Review Board of the Village of Lincolnshire, Illinois. The Architectural Review Board shall base its review, approval or disapproval with conditions upon architectural plans and elevation, drawn to scale, indicating the proposed change, including building layout, exterior elevations of all facades, details of exterior finish materials and design treatment, exterior color schemes, exterior lighting, roof material and any other information which the Architectural Review Board deems necessary to carry out its review including but not limited

to samples of construction material, color charts, and photographs of existing structures. No building permit shall be issued until the Architectural Review Board has approved said building plans.

Site layout and landscape treatment of the abovementioned lots shall conform to the plan for said siting and landscape treatment which are attached to the final plat. These siting and landscape treatment plans are composed of three (3) sheets prepared by Camiros, Ltd. dated 1/17/85, and titled:

Sheet 1: Landscape Plan - Whytegate Subdivision;
Comprehensive Design Plan

Sheet 2: Landscape Plan - Whytegate Subdivision; Detail
Plan

Sheet 3: Landscape Plan - Whytegate Subdivision Plan; Plant
Material to be Removed

Conformance to the above listed plans shall be determined by the village planner of the Village of Lincolnshire. No building permit shall be issued until the village planner has signed a copy of a detailed lot site and landscape plan.

B. Any architectural change, alteration, addition, replacement or repair of any design element including structural change, roof material, windows, doors, exterior siding or the exterior color of paint of any structure either presently built on Lots 1, 2, 3, or H, must be consistent and presently existing architectural character, style and color scheme and must be approved by the Architectural Review Board of the Village of Lincolnshire.

This covenant shall run with the land, shall be for a period of forty (40) years from the date hereof, and shall not be released.

That this covenant is intended for the benefit of the VILLAGE and the OWNERS. This covenant may be enforced either by the VILLAGE or by one or more of the OWNERS by an appropriate action in law or in equity.

That this covenant is binding upon DECLARANT, the beneficiaries thereof, any successor in interest of them, or any party obtaining any right, title or interest in the above described Lots.

That this covenant shall remain in full force and effect regardless of and irrespective of any changes in the character of the neighborhood or surrounding area or any changes in the use of the property in the neighborhood or surrounding area.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements if said Trustee or nevertheless each and everyone of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the First National Bank of Lake Forest

under said Trust Agreement, on account of this instrument or on account of any representation, covenants, undertaking or agreement of the said Trustee, whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

The First National Bank of Lake Forest, as Trustee under Agreement dated May 17, 1953, and known as Trust No. 7246, and not personally or individually.

By: Richard W. Ferns
Ass't. VICE PRESIDENT

ATTEST:

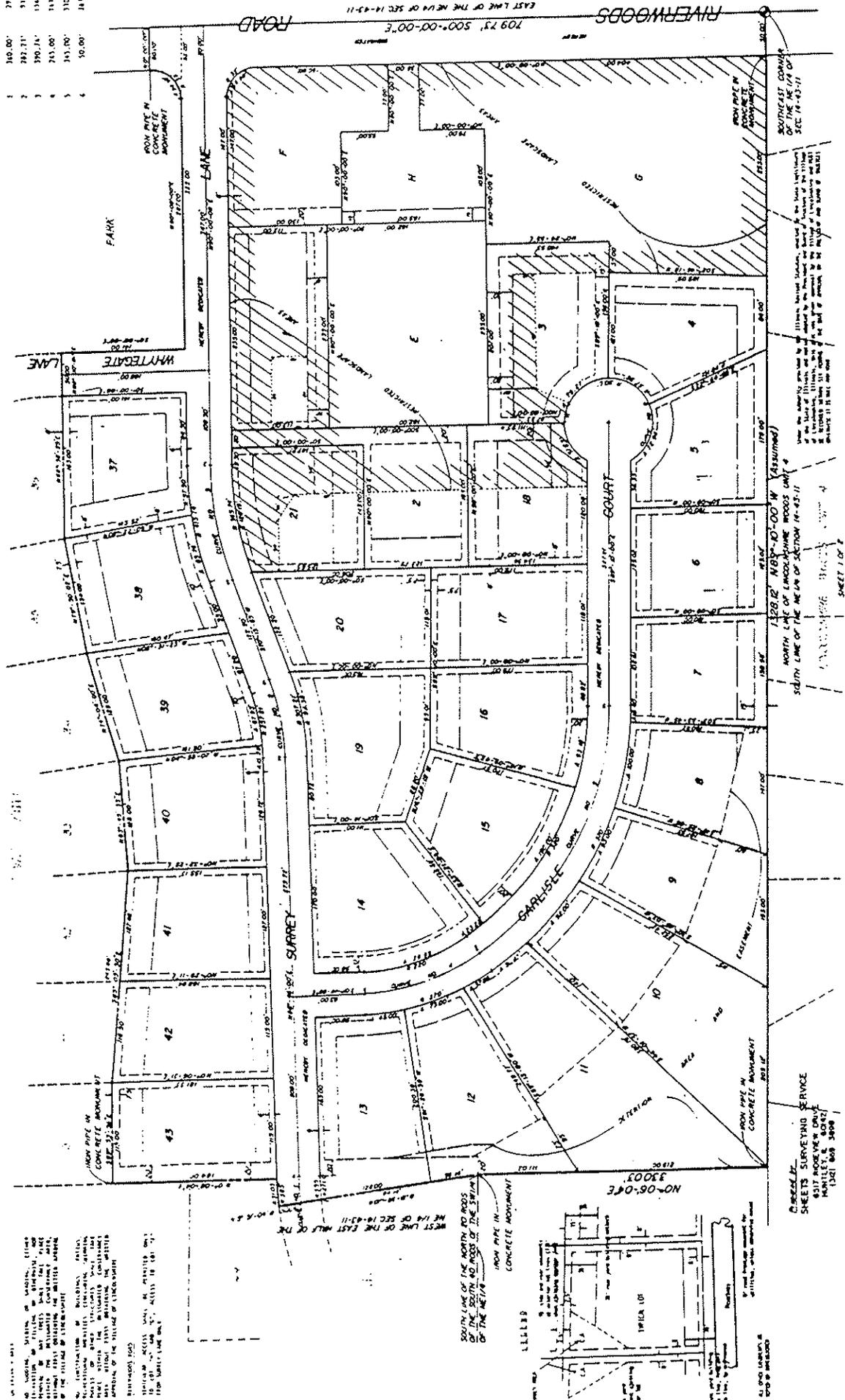
[Signature]
TRUST OFFICER



PLAT OF SUBDIVISION OF WHYTEGATE UNIT ONE

BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS

CURVE NO.	RADIUS	ARC LENGTH	CENTRAL ANGLE
1	140.00'	79.81'	64°32'04"
2	292.71'	154.87'	17°14'03"
3	330.74'	174.87'	17°14'03"
4	245.00'	131.32'	13°04'34"
5	141.00'	71.14'	14°11'34"
6	10.00'	14.80'	100°04'00"



WILLIAM P. HICK

THESE LOTS ARE TO BE CONVEYED TO THE SEVERAL OWNERS OF THE SAME BY THE FOLLOWING DEEDS: TO LOT 2 BY DEED RECORDED IN BOOK 11212 PAGE 380; TO LOT 3 BY DEED RECORDED IN BOOK 11212 PAGE 381; TO LOT 4 BY DEED RECORDED IN BOOK 11212 PAGE 382; TO LOT 5 BY DEED RECORDED IN BOOK 11212 PAGE 383; TO LOT 6 BY DEED RECORDED IN BOOK 11212 PAGE 384; TO LOT 7 BY DEED RECORDED IN BOOK 11212 PAGE 385; TO LOT 8 BY DEED RECORDED IN BOOK 11212 PAGE 386; TO LOT 9 BY DEED RECORDED IN BOOK 11212 PAGE 387; TO LOT 10 BY DEED RECORDED IN BOOK 11212 PAGE 388; TO LOT 11 BY DEED RECORDED IN BOOK 11212 PAGE 389; TO LOT 12 BY DEED RECORDED IN BOOK 11212 PAGE 390; TO LOT 13 BY DEED RECORDED IN BOOK 11212 PAGE 391; TO LOT 14 BY DEED RECORDED IN BOOK 11212 PAGE 392; TO LOT 15 BY DEED RECORDED IN BOOK 11212 PAGE 393; TO LOT 16 BY DEED RECORDED IN BOOK 11212 PAGE 394; TO LOT 17 BY DEED RECORDED IN BOOK 11212 PAGE 395; TO LOT 18 BY DEED RECORDED IN BOOK 11212 PAGE 396; TO LOT 19 BY DEED RECORDED IN BOOK 11212 PAGE 397; TO LOT 20 BY DEED RECORDED IN BOOK 11212 PAGE 398; TO LOT 21 BY DEED RECORDED IN BOOK 11212 PAGE 399; TO LOT 22 BY DEED RECORDED IN BOOK 11212 PAGE 400; TO LOT 23 BY DEED RECORDED IN BOOK 11212 PAGE 401; TO LOT 24 BY DEED RECORDED IN BOOK 11212 PAGE 402; TO LOT 25 BY DEED RECORDED IN BOOK 11212 PAGE 403; TO LOT 26 BY DEED RECORDED IN BOOK 11212 PAGE 404; TO LOT 27 BY DEED RECORDED IN BOOK 11212 PAGE 405; TO LOT 28 BY DEED RECORDED IN BOOK 11212 PAGE 406; TO LOT 29 BY DEED RECORDED IN BOOK 11212 PAGE 407; TO LOT 30 BY DEED RECORDED IN BOOK 11212 PAGE 408; TO LOT 31 BY DEED RECORDED IN BOOK 11212 PAGE 409; TO LOT 32 BY DEED RECORDED IN BOOK 11212 PAGE 410; TO LOT 33 BY DEED RECORDED IN BOOK 11212 PAGE 411; TO LOT 34 BY DEED RECORDED IN BOOK 11212 PAGE 412; TO LOT 35 BY DEED RECORDED IN BOOK 11212 PAGE 413; TO LOT 36 BY DEED RECORDED IN BOOK 11212 PAGE 414; TO LOT 37 BY DEED RECORDED IN BOOK 11212 PAGE 415; TO LOT 38 BY DEED RECORDED IN BOOK 11212 PAGE 416; TO LOT 39 BY DEED RECORDED IN BOOK 11212 PAGE 417; TO LOT 40 BY DEED RECORDED IN BOOK 11212 PAGE 418; TO LOT 41 BY DEED RECORDED IN BOOK 11212 PAGE 419; TO LOT 42 BY DEED RECORDED IN BOOK 11212 PAGE 420; TO LOT 43 BY DEED RECORDED IN BOOK 11212 PAGE 421.

SOUTHWEST CORNER OF SECTION 14-43-11

1130 E. NORTH AVENUE, CHICAGO, ILL. (ASSUMED)

NORTH LINE OF LINDENHURST WOODS UNIT #1

SUBDIVISION LINE OF SECTION 14-43-11

1130 E. NORTH AVENUE, CHICAGO, ILL. (ASSUMED)

NORTH LINE OF LINDENHURST WOODS UNIT #1

SUBDIVISION LINE OF SECTION 14-43-11

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SUBDIVISION LINE OF SECTION 14-43-11

1130 E. NORTH AVENUE, CHICAGO, ILL. (ASSUMED)

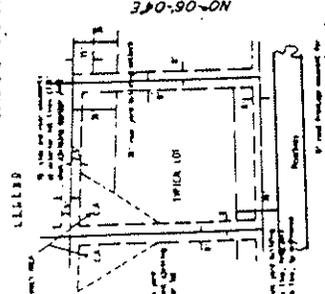
NORTH LINE OF LINDENHURST WOODS UNIT #1

SUBDIVISION LINE OF SECTION 14-43-11

1130 E. NORTH AVENUE, CHICAGO, ILL. (ASSUMED)

NORTH LINE OF LINDENHURST WOODS UNIT #1

SUBDIVISION LINE OF SECTION 14-43-11



CHICKLEE SHEETS SURVEYING SERVICE
6317 ROOSEVELT DRIVE
MILWAUKEE, WIS. 53226

WHYTEGATE UNIT ONE

STATE OF ILLINOIS) S.S.
COUNTY OF LAKE

SARABEL FLORSHEIM DOES HEREBY CERTIFY THAT SHE IS OWNER OF THE PROPERTY DESCRIBED HEREON AND THAT SHE HAS CAUSED THE SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED AS SHOWN HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE HEREON SHOWN. ALL STREETS SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC. FRONT YARD BUILDING SETBACK LINES SHALL BE AS ESTABLISHED PURSUANT TO THE APPLICABLE PROVISIONS OF THE ORDINANCES OF THE VILLAGE OF LINCOLNSHIRE AND BETWEEN SUCH PUBLIC FRONT YARD BUILDING SETBACK LINES AND THE LINES OF THE STREET THERE SHALL BE ERECTED OR MAINTAINED NO BUILDING OR STRUCTURE. EASEMENT AREAS DIMENSIONED AND SHOWN ON THE PLAT HEREON DRAWN ARE RESERVED FOR THE USE OF UTILITIES FOR THE INSTALLATION OF WATER AND SEWER MAINS, SURFACE AND SUBSURFACE DRAINAGE, DUCTS AND LINES, SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES AND TO THE EASEMENT HEREBY RESERVED. NO PERMANENT OR OTHER STRUCTURES ARE TO BE ERECTED OR MAINTAINED UPON SAID STRIPS OF LAND, BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES, AND TO THE RIGHTS OF THE OWNERS OF OTHER LOTS IN THIS SUBDIVISION.

DATED THIS 24th DAY OF APRIL, A.D. 1985

SIGNED: Sarabel Florsheim
OWNER

STATE OF ILLINOIS) S.S.
COUNTY OF LAKE

I, PEGGY HORWATH, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT SARABEL FLORSHEIM, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT SHE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HER OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 24th DAY OF APRIL, A.D. 1985.

MY COMMISSION EXPIRES By Commission Expires July 27, 1987

Peggy Horwath
NOTARY PUBLIC

STATE OF ILLINOIS) S.S.
COUNTY OF LAKE

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNSHIRE AT A MEETING HELD THIS ___ DAY OF ___, A.D. 1985.

SIGNED: _____
PRESIDENT

ATTEST: _____
VILLAGE CLERK

STATE OF ILLINOIS) S.S.
COUNTY OF LAKE

APPROVED BY THE LINCOLNSHIRE PLAN COMMISSION AT A MEETING HELD THIS ___ DAY OF ___, A.D. 1985.

SIGNED: _____
CHAIRMAN

ATTEST: _____
SECRETARY

APPROVED THIS ___ DAY OF ___ 1985 BY THE VILLAGE ENGINEER OF THE VILLAGE OF LINCOLNSHIRE, LAKE COUNTY, ILLINOIS.

VILLAGE ENGINEER _____

STATE OF ILLINOIS) S.S.
COUNTY OF LAKE

APPROVED THIS ___ DAY OF ___ 1985 BY THE LAKE COUNTY PLAN COMMITTEE

PLAN OFFICER _____

APPROVED BY THE COUNTY BOARD OF SUPERVISORS OF LAKE COUNTY, ILLINOIS AT A MEETING HELD THIS ___ DAY OF ___ 1985.

CHAIRMAN _____

COUNTY CLERK _____

STATE OF ILLINOIS) S.S.
COUNTY OF LAKE

I, COLLECTOR FOR THE VILLAGE OF LINCOLNSHIRE, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE NOT BEEN APPLIED AGAINST THE TRACT OF LAND INCLUDED IN THE ANNEXED PLAT.

DATED AT _____, ILLINOIS, THIS ___ DAY OF ___ A.D. 1985.

PLAT NO. _____

STATE OF ILLINOIS) S.S.
COUNTY OF LAKE

I, COUNTY CLERK OF LAKE COUNTY, ILLINOIS DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY COURT AT WAUKEGAN, ILLINOIS, THIS ___ DAY OF ___, 1985.

COUNTY CLERK _____

STATE OF ILLINOIS) S.S.
COUNTY OF McHENRY

I, THOMAS M. SHEETS, AN ILLINOIS REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY TO-WIT:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE AFORESAID NORTHEAST QUARTER SECTION 14; THENCE N 89°10'00"N (ASSUMED) ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER, BEING THE NORTH LINE OF LINCOLNSHIRE MOODS UNIT 4 FOR 128.12 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER AFORESAID, THENCE N 0°06'04"E ALONG THE SAID WEST LINE FOR 330.03 FEET TO THE SOUTH LINE OF THE NORTH 20 RODS OF THE SOUTH 40 RODS OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THENCE N 7°56'18"E FOR 184.14 FEET, THENCE N 5°51'04"W FOR 50.00 FEET, THENCE EAST ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 385.00 FEET AND A CHORD BEARING OF N 86°27'28"E FOR A DISTANCE OF 31.03 FEET TO THE AFORESAID WEST LINE OF THE EAST HALF, THENCE ALONG SAID WEST LINE N 0°06'04"E FOR 184.00 FEET, THENCE S 89°53'56"E FOR 115.00 FEET, THENCE S 85°03'50"E FOR 243.98 FEET, THENCE N 85°45'35"E FOR 128.00 FEET, THENCE N 74°01'00"E FOR 129.00 FEET, THENCE N 79°50'02"E FOR 134.00 FEET, THENCE N 89°38'25"E FOR 163.00 FEET, THENCE N 90°00'00"E FOR 50.00 FEET, THENCE S 0°00'00"E FOR 141.00 FEET, THENCE N 90°00'00"E FOR 287.00 FEET TO A POINT OF CURVATURE, SAID POINT 85.00 FEET WEST OF THE EAST LINE OF THE NORTHEAST QUARTER AFORESAID, THENCE EASTERLY AND NORTHERLY ALONG THE ARC OF A CURVE HAVING A RADIUS OF 35.00 FEET WITH A CHORD BEARING OF N 45°00'00"E FOR 54.98 FEET TO A POINT OF TANGENCY, THENCE N 90°00'00"E FOR 50.00 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER AFORESAID, THENCE S 0°00'00"E FOR 709.73 FEET TO THE PLACE OF BEGINNING. ALL IN LAKE COUNTY, ILLINOIS.

AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO THE STANDARD TEMPERATURE. DIMENSIONS SHOWN ON CURVED LINES ARE ARC MEASURE.

IT IS ALSO CERTIFIED THAT THE PROPERTY COVERED BY SAID SURVEY IS NOT SITUATED WITHIN 500 FEET OF A SURFACE DRAIN OR WATER COURSE SERVING A TRIBUTARY AREA OF 640 ACRES OR MORE.

I FURTHER CERTIFY THAT THE LAND INCLUDED BY SAID SURVEY IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF LINCOLNSHIRE WHICH HAS ADOPTED A VILLAGE PLAN AND IS EXERCISING THE SPECIAL POWER AUTHORIZED BY DIVISION 12 OF THE ILLINOIS MUNICIPAL CODE.

DATED THIS ___ DAY OF APRIL, A.D. 1985.

HUNTLEY, ILLINOIS BY: Thomas M. Sheets
ILL. REG. LAND SURVEYOR NO. 2257

NOTE:	LOT	AREA S.F.
THE LOTS SHOWN IN THE SUBDIVISION ON PAGE 1 ARE IDENTIFIED AS LOTS 1-21 INCLUSIVE AND LOTS 37-43 INCLUSIVE, AND OUT LOTS E, F, G AND LOT H.	1	26,555
	2	23,110
	3	26,809
	4	22,136
	5	21,932
OUT LOTS F AND G ARE HEREBY DEDICATED TO THE VILLAGE OF LINCOLNSHIRE, LAKE COUNTY, ILLINOIS.	6	20,002
	7	20,160
	8	20,847
	9	25,166
OUT LOT E & LOT H ARE TO BE RETAINED BY THE OWNER. LOT E SHALL BE RESTRICTED FOR USE BY THE OWNERS OF LOT 1, 2, 3 AND H.	10	39,701
	11	39,720
	12	24,913
	13	23,571
	14	26,113
IRON PIPES SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.	15	22,411
	16	20,690
THE SKETCH BELOW INDICATES HOW EASEMENTS FOR UNDERGROUND PUBLIC UTILITIES, SEWER, WATER AND DRAINAGE ARE SHOWN.	17	20,470
	18	21,372
	19	24,686
	20	21,217
	21	20,183
DIMENSIONS SHOWN ARE EASEMENT WIDTHS IN FEET AND DECIMAL PARTS THEREOF.	37	21,537
	38	20,481
	39	21,273
	40	21,378
	41	20,576
	42	20,228
	43	21,003
	E	42,770
	F	27,632
	G	82,108
	H	20,020
	ROW	157,223
	TOTAL ACRES	27.6812

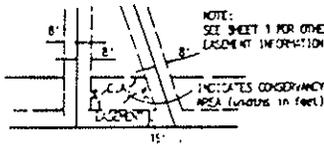


EXHIBIT "A"

PARCEL 1 THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 45 ACRES THEREOF) IN LAKE COUNTY, ILLINOIS.

AND

PARCEL 2 THE NORTH 20 RODS OF THE SOUTH 40 RODS OF THE EAST 40 RODS OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH 1 ROD OF THE SOUTH 40 RODS OF THE WEST 40 RODS OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

AND

PARCEL 3 THE SOUTH 15 ACRES OF THE NORTH 30 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

EXHIBIT B

Restrictions on the use of turfgrass for the Whytegate Subdivision shall be in conformance with the following specifications. These restrictions shall apply to both sodding and seeding methods of establishing turfgrass. All areas within the subdivision's "farmstead" area, which includes Lots 1,2,3,E,F,G,H,18 and 21 to be established in turfgrass shall be subject to these restrictions.

SPECIFICATIONS

1. Species Mix

The following limitations on the mixture of grass species shall apply to all turfgrass areas:

- A. Kentucky Bluegrass - 90% minimum
- B. Fine Fescue - 5% maximum
- C. Ryegrass - 5% maximum

2. Variety Specifications

The following limitations on the use of turfgrass varieties shall apply to all turfgrass areas:

- A. Kentucky Bluegrass: A minimum of three improved varieties shall be used with at least two varieties being on the list shown below.

- A-20
- A-34
- Adelphi
- Baron
- Bonnieblue
- Cheri (Golf)
- Enmundi
- Enoble
- Flyking
- Geronimo
- Glade
- Majestic
- Monopoly
- Nugget
- Parade
- Plush
- Rugby
- Sydsport
- Touchdown
- Vantage
- Victa

Plush
Rugby
Sydsport
Touchdown
Vantage
Victa

- B. Fine Fescue: Only one variety contained in the following list may be used, - Koket, Scaldis, C-26, Jamestown, or Barfalla.
- C. Ryegrass: Only one variety contained in the following list may be used, - Pennfine, Manhatten, Birdie, Blazer, Derby, Diplomat, Fiesta, Yorktown II, or Omega.

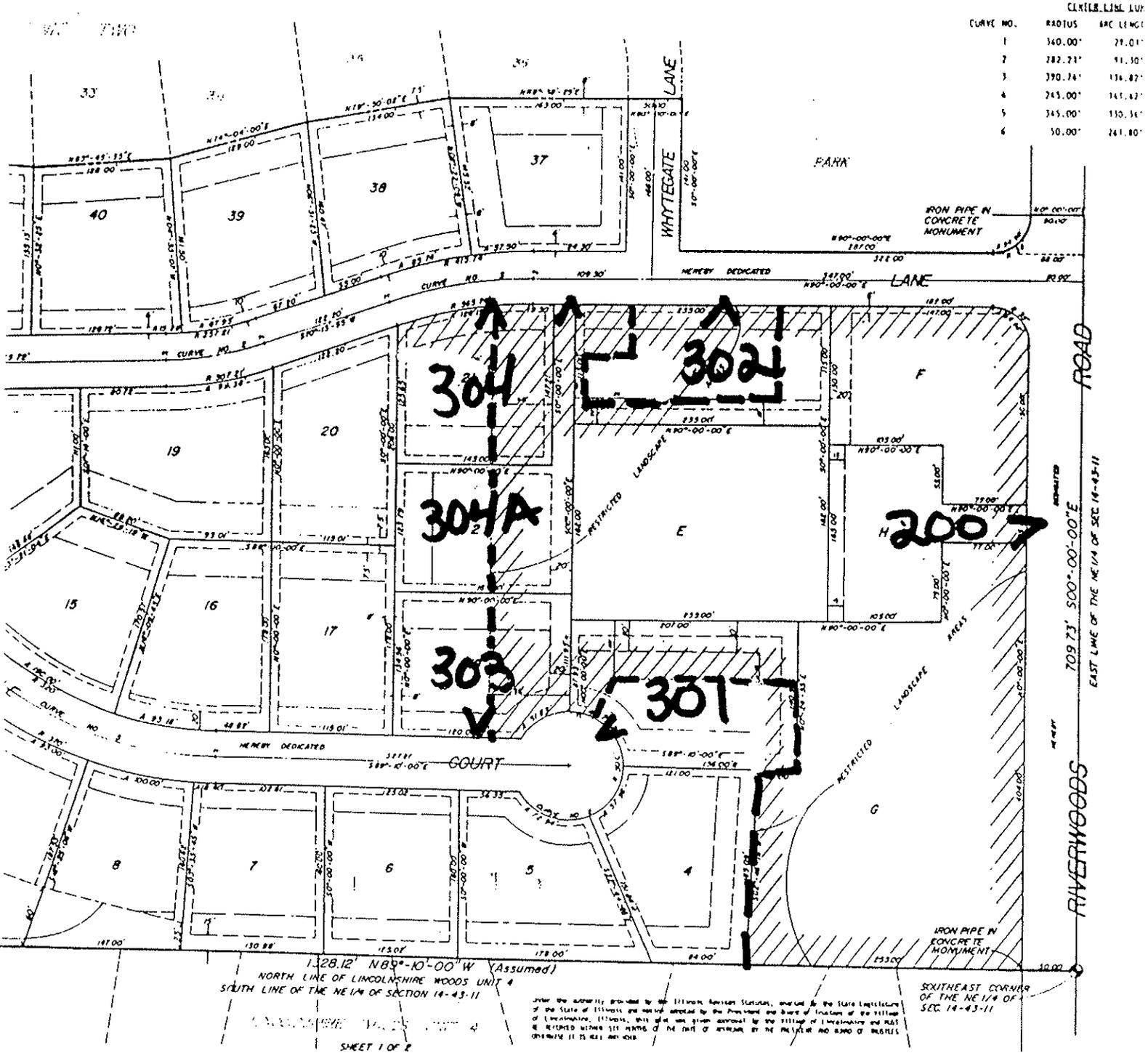
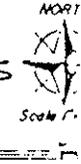
3. Sod Requirements

All sod shall be soil grown. No sod grown on peat moss shall be used.

PLAT OF SUBDIVISION OF HYTEGATE UNIT ONE

E NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS

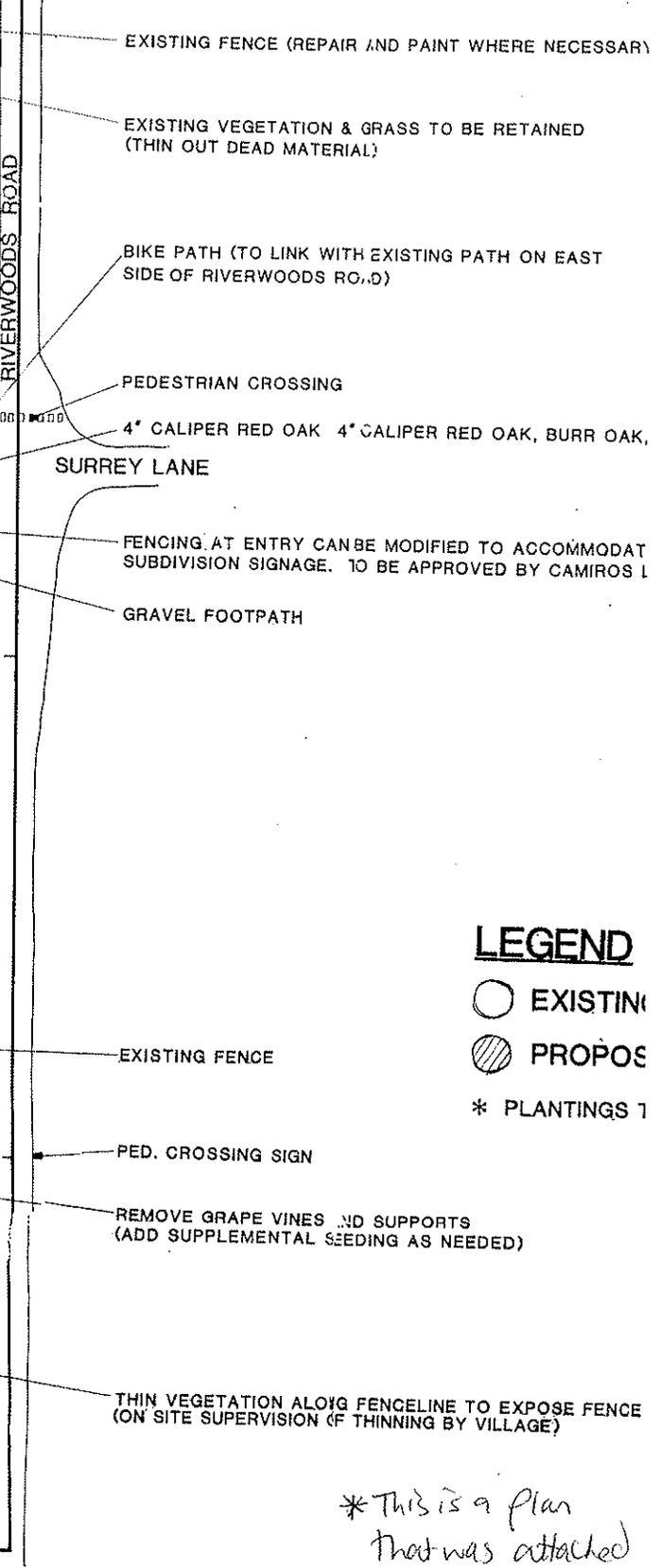
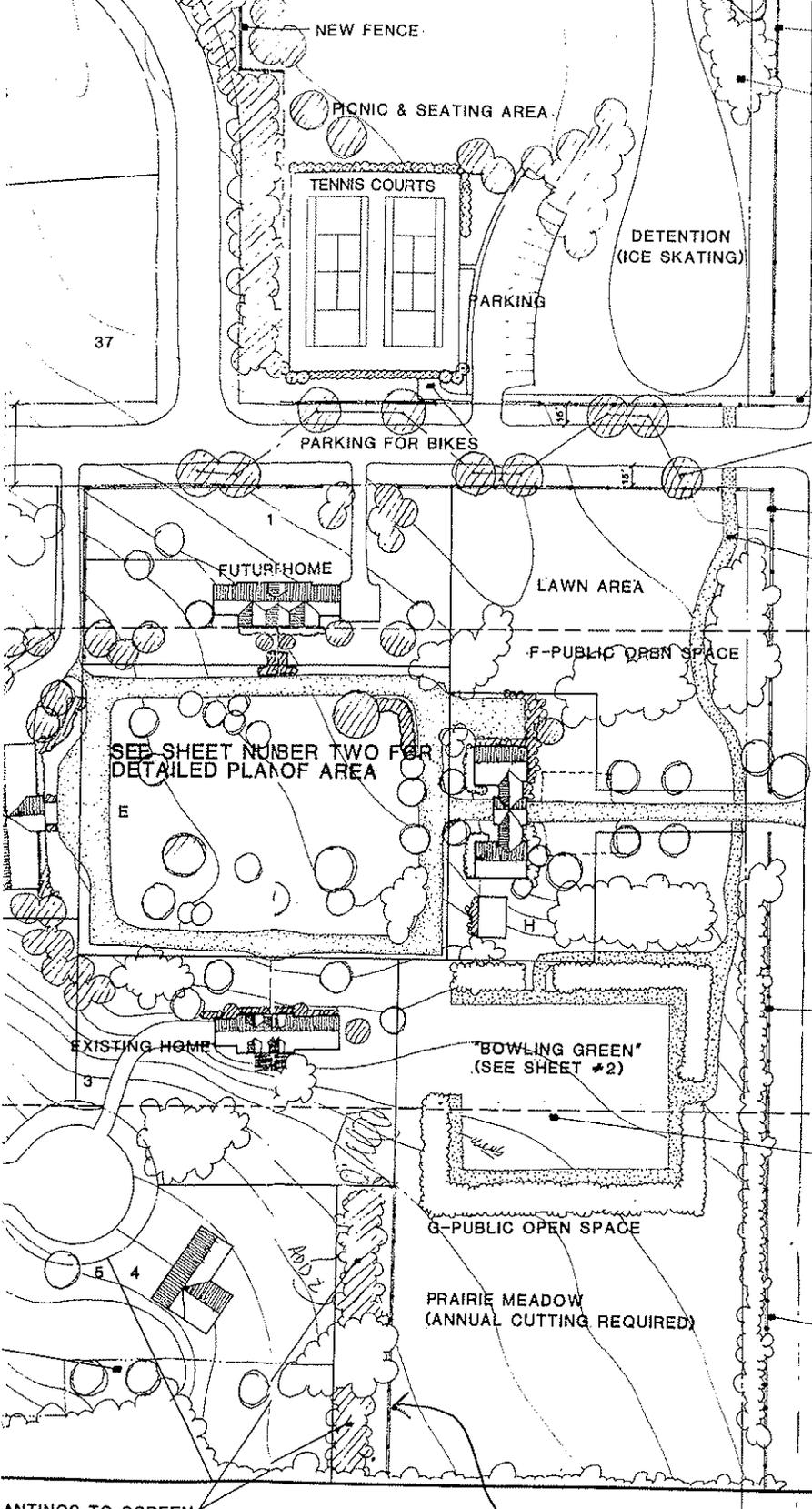
RECORDED MAY 9, 1985



1328.12' N89°-10'-00" W (Assumed)
NORTH LINE OF LINCOLNSHIRE WOODS UNIT 4
SOUTH LINE OF THE NE 1/4 OF SECTION 14-43-11

SOUTHEAST CORNER
OF THE NE 1/4 OF
SEC. 14-43-11

Under the authority provided by the Illinois Survey Statutes, enacted by the State Legislature of the State of Illinois, and hereby created by the President and Board of Directors of the Village of Lincolnshire, Illinois, this plat was given approval by the Village of Lincolnshire and shall be returned within six months of the date of approval by the President and Board of Directors of the Village of Lincolnshire.



LEGEND

- EXISTING
- ◐ PROPOS
- * PLANTINGS 1

FENCING AT ENTRY CAN BE MODIFIED TO ACCOMMODATE SUBDIVISION SIGNAGE. TO BE APPROVED BY CAMIROS I

GRAVEL FOOTPATH

EXISTING FENCE

PED. CROSSING SIGN

REMOVE GRAPE VINES AND SUPPORTS (ADD SUPPLEMENTAL SEEDING AS NEEDED)

THIN VEGETATION ALONG FENCELINE TO EXPOSE FENCE (ON SITE SUPERVISION (F THINNING BY VILLAGE))

* This is a plan that was attached to the covenants. It is entitled "Comprehensive Design Plan"

fence in question.

- 33412 6'5"
- 4' wide
- ① 9' x 10' vinyl fence for 20' x 20' area
 - ② 6' x 6' vinyl fence - 10' x 10'
 - ③ 6' x 6' vinyl fence - 10' x 10'
 - ④ 3' x 4' vinyl fence - 10' x 10'

37

ANTINGS TO SCREEN INITIAL DEVELOPMENT*

**REQUEST FOR BOARD ACTION
Committee of the Whole
October 28, 2019**

Subject: Solar Panel Installation – 444 Social Luxury Apartments –
444 and 446 Parkway Drive

Action Requested: Approval of Roof-Mounted Solar Panel Installation for 444 Social
Luxury Apartments

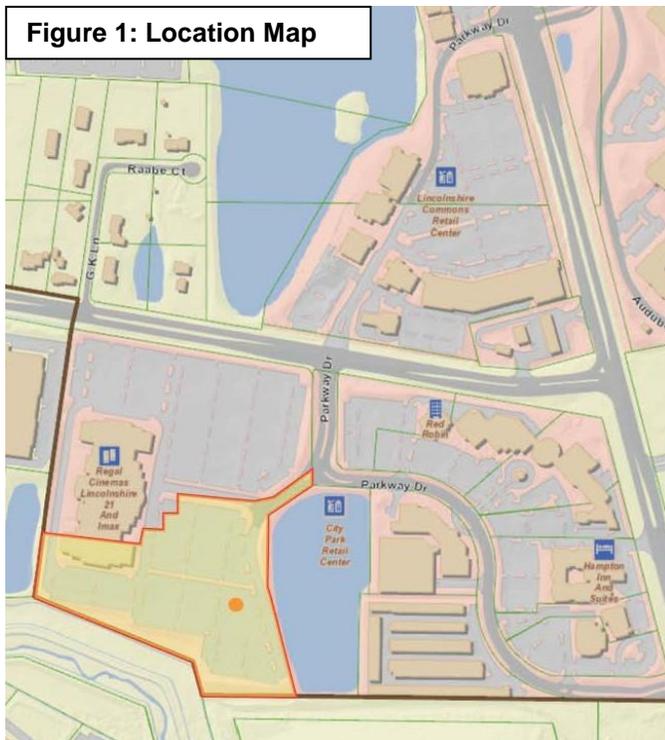
Petitioner: Smash Residential Chicago

Originated By/Contact: Tonya Zozulya, Planning & Development Manager
Mike Jesse, Building Official

Advisory Board Review: Architectural Review Board

Background

- Smash Residential Chicago, the petitioner and owner of the 444 Social Luxury Apartment complex (444 Social), seeks to install roof-mounted solar panels on two buildings at 444 and 446 Parkway Drive. The property is outlined in red in Figure 1 and in the attached location map.
- The 8-acre property is part of the 46.5-acre CityPark Center, located at the southwest corner of Milwaukee Avenue and Aptakisic Road. It is located in the southwestern portion of the Center, directly south of Regal Cinemas. The property is accessible via Parkway Drive from Aptakisic Road and Milwaukee Avenue. In 1996, the property received rezoning from R1 Single-Family Residence to B2 General Business and Final Planned Unit Development approvals (Ordinance #96-1453-37).
- In 2016, the Village Board approved the Final Plat of Resubdivision and Final Development Plan for the 444 Social development (Ordinance #16-3415-142). Both buildings completed construction in 2019 and have received their first tenants.



- This is the second commercial solar installation proposal received by the Village. The first project was approved in April 2019 for Extra Space Storage located at 200 Parkway Drive, CityPark Center (east of 444 Social Luxury Apartment complex).
- In August 2019, the Village Board directed staff to proceed with completing an application to enroll in SolSmart. Staff is in the process of completing the application. SolSmart is a nationally-designated program funded by the U.S. Department of Energy, operating in partnership with the International City/County Management Association and the Solar Foundation. In light of the Village's participation in SolSmart, as well as broader trends and interest in solar energy, staff expects additional solar panel installation requests from commercial tenants.

Project Overview & Staff Comments

- The proposal is to install 328 kilowatts of solar power, comprised of 837 roof-mounted dark blue silicon glass panels with aluminum framing, covering approximately 44% of both roofs. The proposed installation is designed to generate power for the common areas within the apartment complex (see Document 2). Each panel is approximately 79"-long by 40"-wide.
- Both buildings are approximately 53' in height at the tallest point with a light grey roof. The panels would be installed at a height not to exceed 13'-⁷/₈" and set back 4' from the parapet walls. The majority of the parapet walls are taller than 32". Small sections of the parapet walls are 16" tall as the heights are staggered around the perimeter. These lower sections would still provide sufficient screening for the panels and mounting system. The petitioner stated the solar panels would not be visible from the ground.
- Solar panel proposals for B2-zoned properties are subject to review by the Architectural Review Board (ARB) and final approval by the Village Board per Section 6-17-6 of the Lincolnshire Village Code. The proposal meets code requirements.

Architectural Review Board Recommendation

On October 17, 2019, the ARB reviewed the request and unanimously recommended approval (see attached Document 4).

Approval Process

1. Architectural Review Board – October 17, 2019 **COMPLETE**
2. Committee of the Whole Review (1st reading) – October 28, 2019 **CURRENT**
3. Village Board Approval (2nd reading) – November 11, 2019 **PROJECTED DATE**

No preliminary evaluation at the Village Board or an amendment to the CityPark Planned Unit Development (PUD) is required, as the PUD is silent on accessory uses/structures and thereby defers to the Village Code.

Recommendation

Consideration and direct placement on the November 11, 2019 Village Board Consent Agenda for approval.

Reports and Documents Attached

- Document 1: Location Map.
- Document 2: Petitioner's cover letter and presentation packet, prepared by Smash Residential Chicago, date stamped received October 21, 2019.
- Document 3: Section 6-17-6 of the Lincolnshire Village Code (Solar Energy Systems).
- Document 4: Unapproved October 17, 2019 Architectural Review Board meeting minutes.

Meeting History	
Architectural Review Board	October 17, 2019
Committee of the Whole – First Reading	October 28, 2019

444 & 446 Parkway Drive



Map created on October 7, 2019.
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The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law.
Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

ECD COMPANY

250 PARKWAY DRIVE, SUITE 120
LINCOLNSHIRE, IL 60069
847.229.9200 PHONE
847.229.9266 FAX

October 21, 2019

Mayor Elizabeth Brandt and Village Trustees
Village of Lincolnshire
One Olde Half Day Road
Lincolnshire, Illinois 60069

Re: **Request for Approval by Board of Trustees for the installation of a solar panel system on the roof top of 444 Parkway Drive Building and 446 Parkway Drive Building (the "Project")**

Dear Mayor Brandt and Board of Trustees:

We are delighted to present our request to add a solar panel system on the roof top of 444 Parkway Drive and 446 Parkway Drive, generally known as the 444 Social Apartment community. We received unanimous approval from the ARB for this solar plan on October 17, 2019.

We are proud to make the 444 Social apartment community an even greener, more energy efficient and more socially responsible through the installation of a photovoltaic system will is expected to generate in excess of 50% of the electricity used for the house meters at this property.

The proposal is to install 327.9 kilowatts of solar power. This equates to 837 solar panels. Each solar panel is 79.06 inches tall by 39.45 inches wide. The solar panels are blue silicon panels with aluminum framing (covering approximately 44% of both roofs) to generate power that will off-set electricity needed for the common areas within the community.

The building roof is light grey in color. The panels would be installed at a height not to exceed 13 7/8" from the roof surface and set back 4' from the parapet walls. Most of the parapet walls at 444 Social are in excess of 2'8" in height. There are a few limited locations that the parapet wall is as low as 1'4", for a tiny amount of linear distance, which is shown at the Racking Layout site plan attached to submission package.

Building height is shown at the attached elevation drawings, the low point of the parapet is 50'0" and the high point of the parapet is 53'6". Even in these locations, the height of the solar panels would be below the parapet.

The petitioner states no panels will be visible from the ground.



The conclusion of this attached analysis and diagrams demonstrates that the planned solar system is not visible from the ground level and would require no additional roof screening.

We are hopeful the Board of Trustees agrees with our conclusions and votes to support the installation of the planned solar system.

Thank you,

Sincerely,



Scott David Greenberg
President
SMASH Residential

PROPOSED LOT 2 - E.C.D. SUBDIVISION UNIT 2 - 1ST. RESUBDIVISION

THAT PART OF LOT 1 IN E.C.D. SUBDIVISION UNIT 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 31, 1997 AS DOCUMENT NUMBER 4000377, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 09 DEGREES 30 MINUTES 58 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 1 699.71 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 78 DEGREES 50 MINUTES 13 SECONDS EAST, 341.59 FEET; THENCE NORTH 11 DEGREES 09 MINUTES 47 SECONDS EAST, 52.40 FEET; THENCE SOUTH 88 DEGREES 47 MINUTES 56 SECONDS EAST, 69.75 FEET; THENCE NORTH 01 DEGREE 12 MINUTES 04 SECONDS EAST, 56.00 FEET; THENCE SOUTH 88 DEGREES 47 MINUTES 56 SECONDS EAST, 48.00 FEET; THENCE NORTH 01 DEGREE 12 MINUTES 04 SECONDS EAST, 66.00 FEET; THENCE SOUTH 84 DEGREES 28 MINUTES 00 SECONDS EAST, 257.52 FEET; THENCE NORTH 76 DEGREES 32 MINUTES 43 SECONDS EAST, 65.79 FEET; THENCE NORTH 54 DEGREES 27 MINUTES 20 SECONDS EAST, 158.52 FEET, TO A POINT ON A EASTERLY LINE OF SAID LOT 1, 53.00 FEET NORTH OF A CORNER IN THE EASTERLY LINE OF SAID LOT 1, AS MEASURED ALONG SAID EASTERLY LINE; THENCE SOUTH 01 DEGREE 54 MINUTES 28 SECONDS WEST, ALONG AN EASTERLY LINE OF SAID LOT 1, 53.00 FEET; THENCE SOUTH 57 DEGREES 24 MINUTES 52 SECONDS WEST, ALONG AN EASTERLY LINE OF SAID LOT 1, 180.20 FEET; THENCE SOUTH 01 DEGREE 52 MINUTES 12 SECONDS WEST, ALONG AN EASTERLY LINE OF SAID LOT 1, 240.08 FEET; THENCE SOUTH 13 DEGREES 19 MINUTES 48 SECONDS EAST, ALONG AN EASTERLY LINE OF SAID LOT 1, 384.58 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 87 DEGREES 47 MINUTES 01 SECONDS WEST, ALONG A SOUTHERLY LINE OF SAID LOT 1, 318.15 FEET; THENCE NORTH 13 DEGREES 35 MINUTES 11 WEST, ALONG A SOUTHERLY LINE OF SAID LOT 1, 119.57 FEET; THENCE NORTH 66 DEGREES 09 MINUTES 36 SECONDS WEST, ALONG A SOUTHERLY LINE OF SAID LOT 1, 581.42 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 09 DEGREES 30 MINUTES 58 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 1, 216.22 FEET, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

AREA = 357,421 SQ. FT. OR 8.21 ACRES MORE OR LESS

ALSO KNOWN AS:

PROPOSED LOT 2 IN E.C.D. SUBDIVISION UNIT 2, 1ST. RESUBDIVISION, BEING A RESUBDIVISION OF LOT 1 IN E.C.D. SUBDIVISION UNIT 2, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID E.C.D. SUBDIVISION UNIT 2, 1ST. RESUBDIVISION RECORDED _____, AS DOCUMENT NUMBER _____, IN LAKE COUNTY, ILLINOIS.

Project Narrative

The solar array proposed at 444 Social is designed to generate electricity for onsite use. The solar equipment will be interconnected into the main distribution panels that supply electricity to the common areas of the property. No equipment for the operation of the solar array will be placed outside the current footprint of both the East and West buildings. The solar equipment will be exclusively mounted on the roof of the facility using a mounting system that is designed to be low lying and achieve a 115mph wind speed rating. The modules once clamped to the mounting system are no more than 13 7/8 inches in height at the tallest point. In addition, all solar equipment will have a four (4) foot setback from the parapet wall for the purposes of minimizing shade on the solar modules and in accordance with local code. The additional benefit of the setback is that it ensures the solar modules are not visible from the ground from a multitude of distances. They have a 25 year manufacturer's warranty and are expected to have a 40 year operational life.

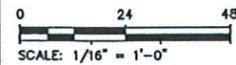
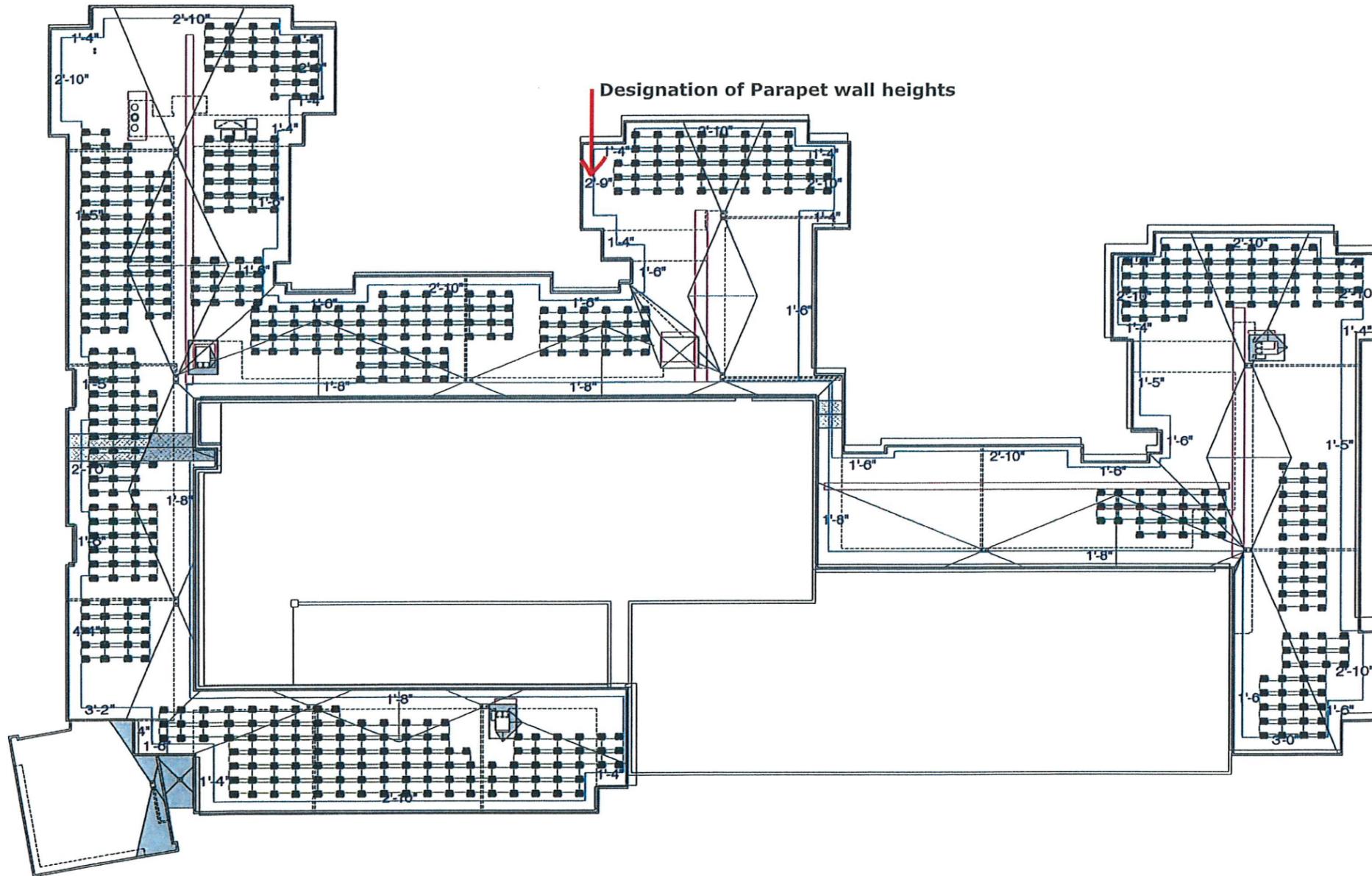
This project fits in with the current state sponsored dynamic of citizens and businesses creating their own clean energy onsite. The long term benefit will not only be to the environment, but also create savings for local citizens and businesses through the reduction in energy costs.

All work will comply with local, state, and federal jurisdiction building, electrical, fire codes, workplace safety codes, permits, and any other applicable code or standard for the construction and operation of photovoltaic equipment. Any and all equipment components specified are currently installed and in operation on thousands of sites across the United States. Solar One will provide electrical and structural engineered stamped drawings for all work at 444 Social.

Percentage of Roof Used

Building	Building sf	Solar sf	Percentage
West	37,234	16,464	44.22%
East	53,385	23,529	44.07%

Racking Layout: West Building



SEE S2.0 FOR IRONRIDGE ANCHOR, PANEL, AND CORNER SUPPORT ATTACHMENT DETAILS

FORMATED FOR 24" x 36"



PROJECT SPECIFICATIONS

PROJECT ID	Preliminary
Roof Height (ft)	48
Wind Speed ASCE 7-10 (MPH)	115
Exposure Factor	C
Admittance (mg.)	100
Module Brand	JINKO
Module Count (#)	408
Module Wallage (ft)	300
Module Length (ft)	78.00
Module Width (ft)	39.45
Module Thickness (ft)	1.57
Module Weight (lbs)	48.50
System Size (kW-DC)	158.12
Total BK Chassis (#)	633
Roof Anchors (#)	730
Row Spacing (ft)	51.82
Tilt Angle (DEG)	10
Total CMU Blocks (#)	730
Total Non-Ballast Weight (lbs)	730
Total Ballast Weight (lbs)	730
Total System Weight (lbs)	730
Total Load / Array Area (psf)	730

PROJECT INFO.	Location	444, Lincolnshire, IL 60069
Installer	Solar One, LLC.	
Contact	Aaron Wilson	
Email	awilson@solar-one.com	
Phone	509-870-9052	

NOTES	Roof Anchor
8' Strut	

Ballast Required (#CMU blocks)
IRONRIDGE BX 510
= Ballast Per Chassis
CMU: 30 lb, 4"x8"x16"



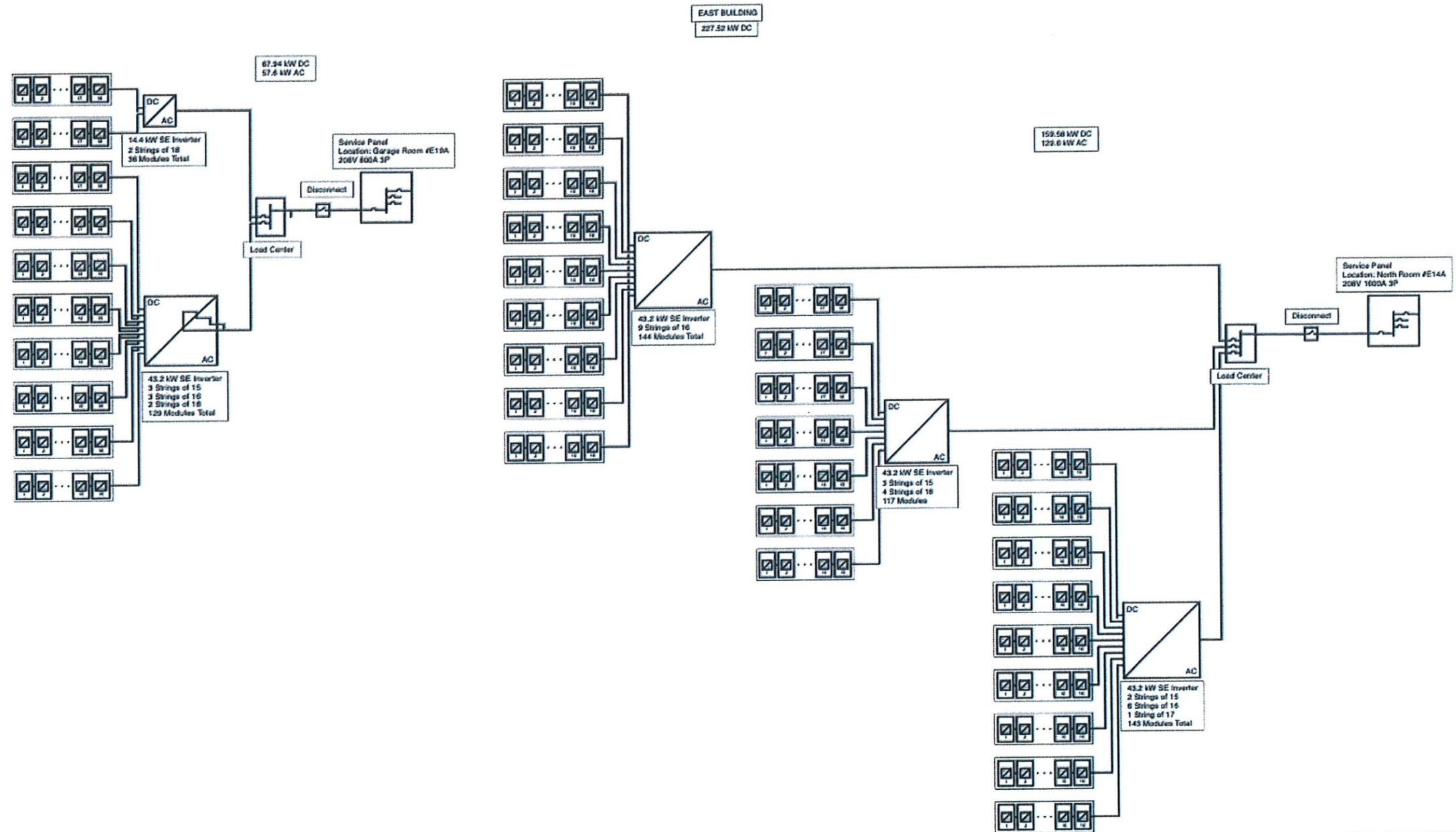
IRONRIDGE: 800-227-9523
28357 INDUSTRIAL BLVD., HAYWARD, CA 94545
www.ironridge.com

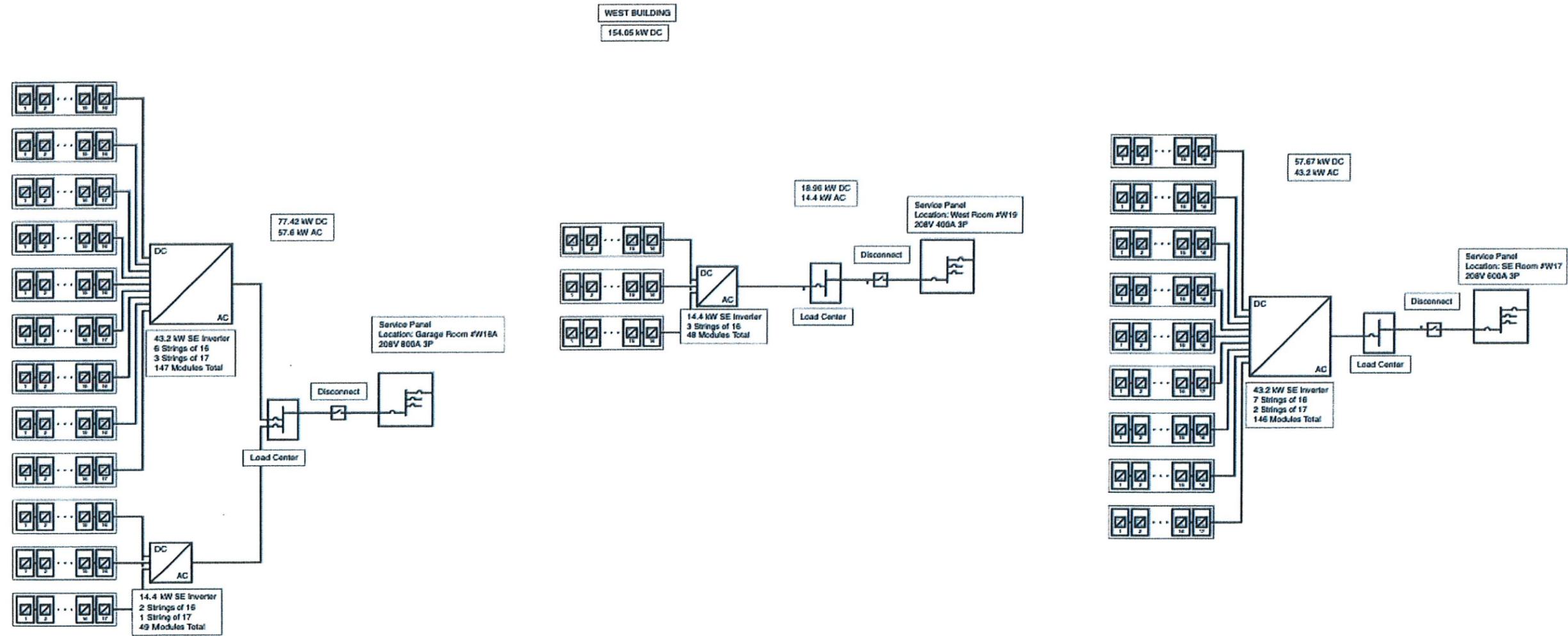
FINAL LAYOUT: This layout was designed and engineered by Ironridge staff and/or consultants. This layout was based on the available information that was provided by the installer. Ironridge does not take any responsibility for any issues due to missing or incorrect information. All dimensions should be verified in the field before installation. Additional roof anchors, ballast, or other equipment may be required if any changes are made to the original drawing. It is the responsibility of the installer to follow all requirements listed in the Ironridge Installation Manual. Do not copy or distribute.

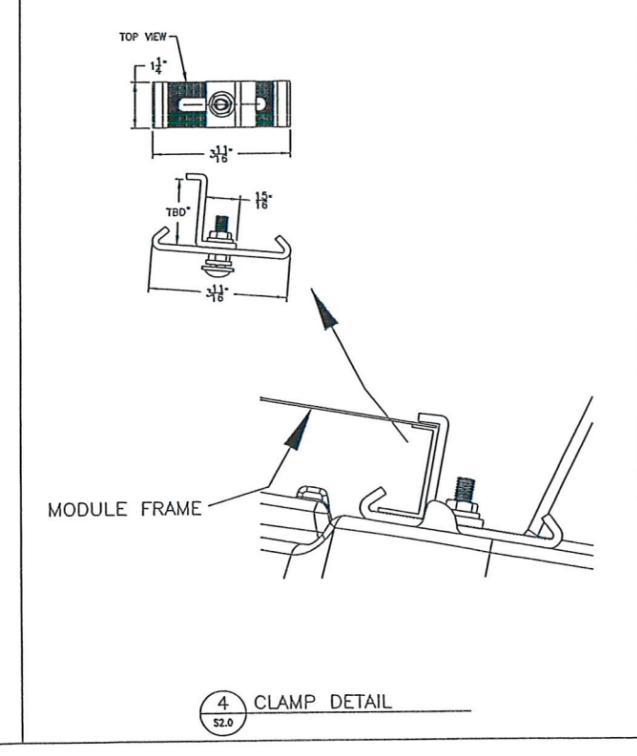
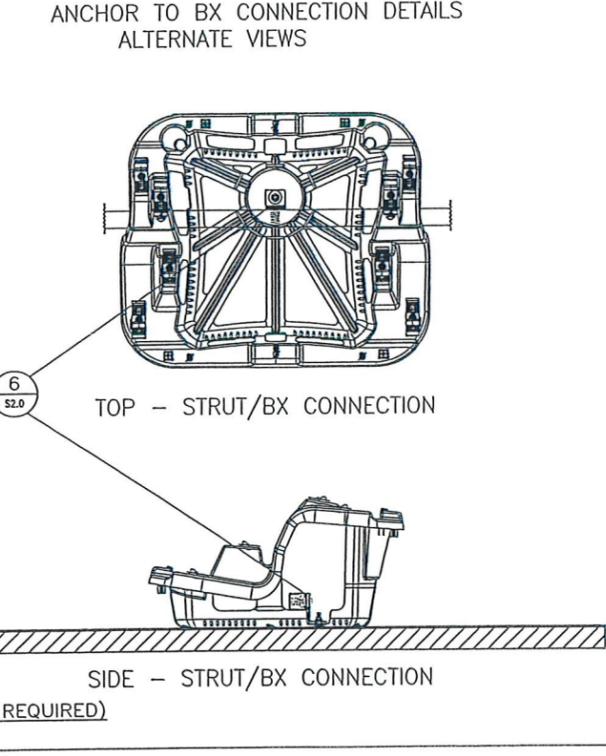
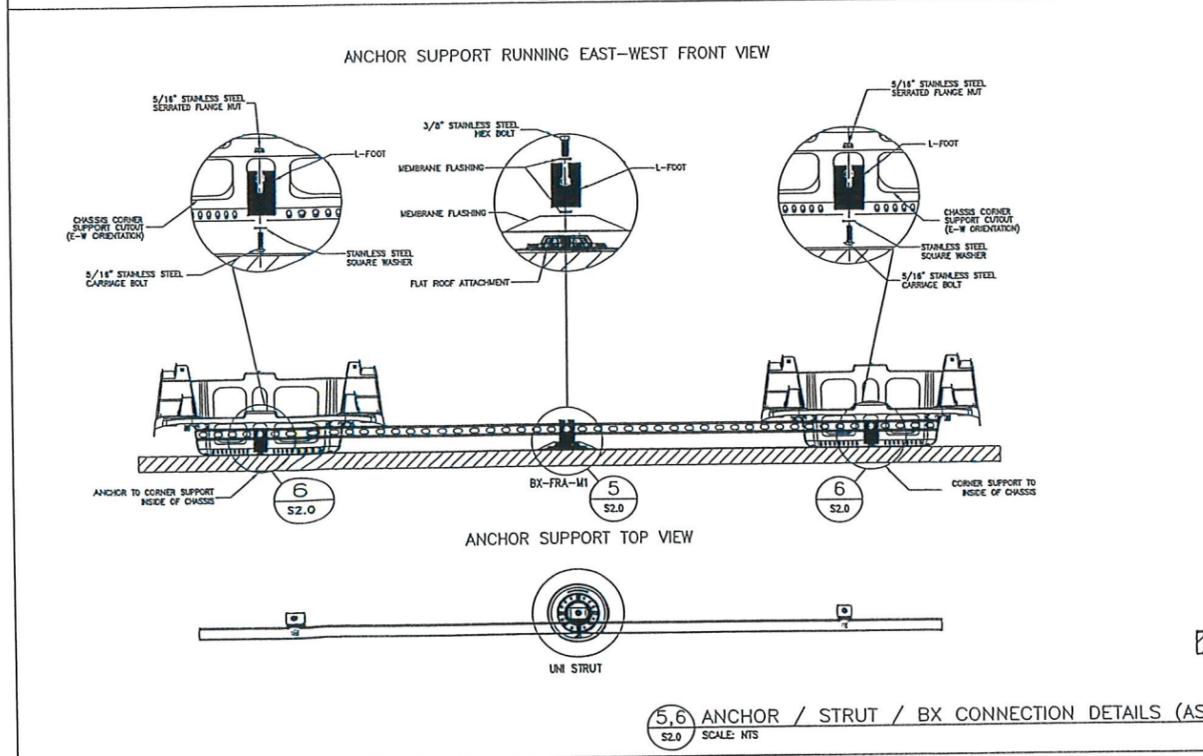
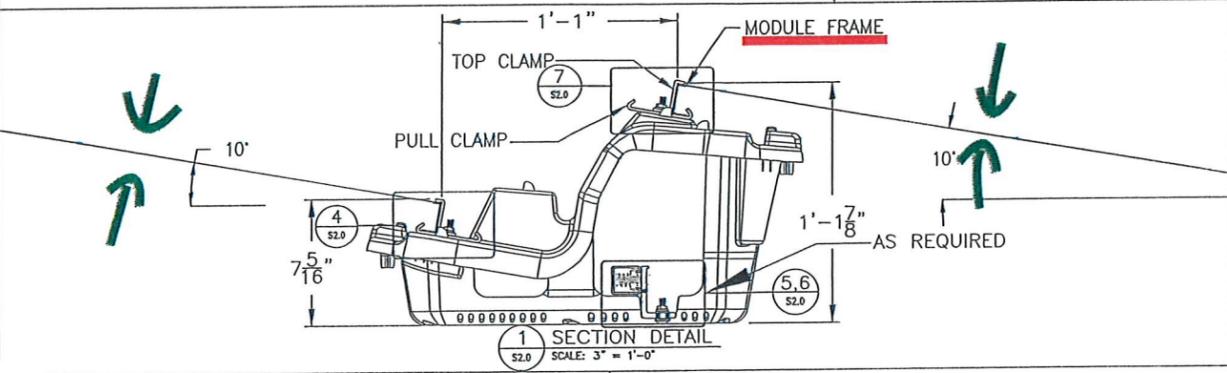
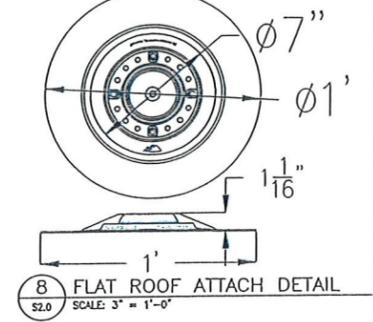
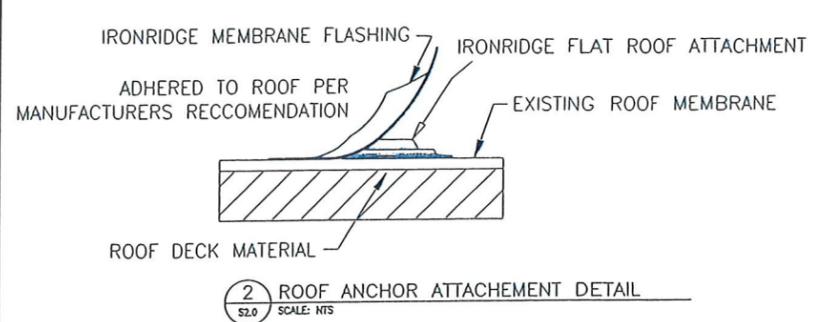
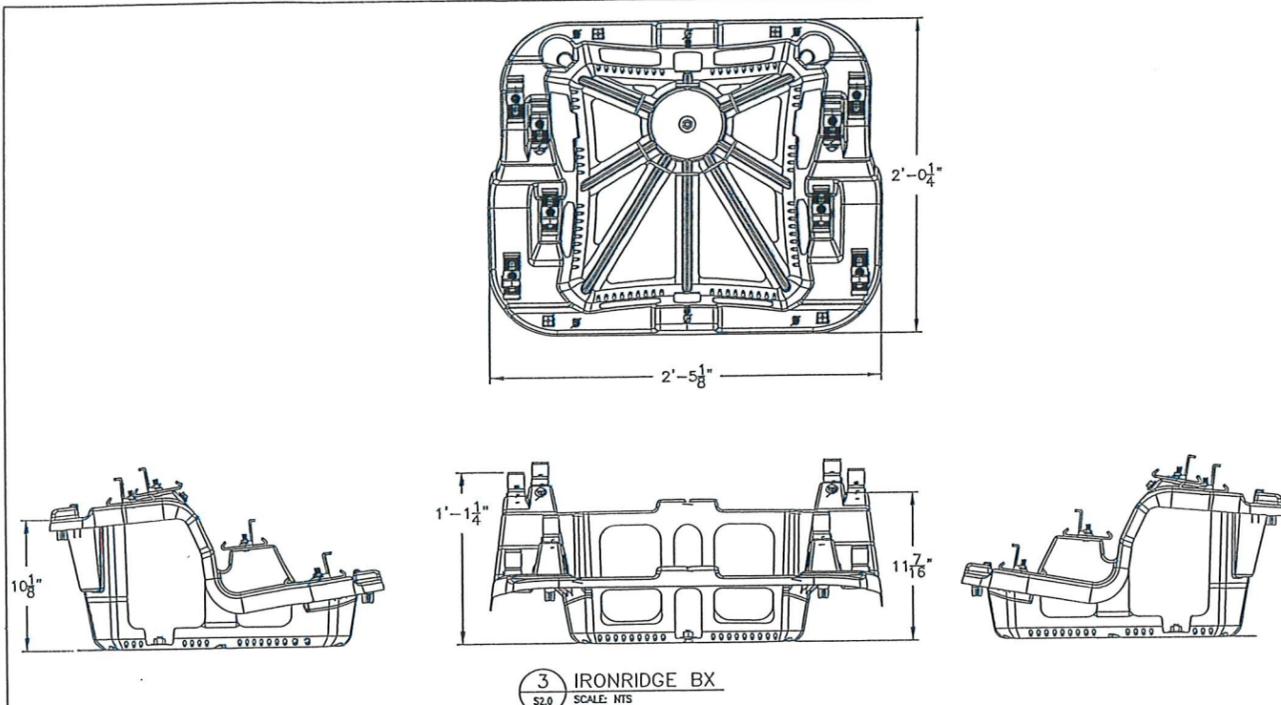
DRAWING INFO.

REV #	Description	Drawn	Approved	W/O/D
0	Preliminary	MS		10/2/2019

Date & Time	10/2/2019 2:37 PM
Sheet Name	S1.1









404 social
 CityPark
 Lincolnshire, Illinois

Elevation Detail

Sheet 9



43 South Vail Avenue
 Arlington Heights, Illinois 60005
 Job No. 15022 © 2016



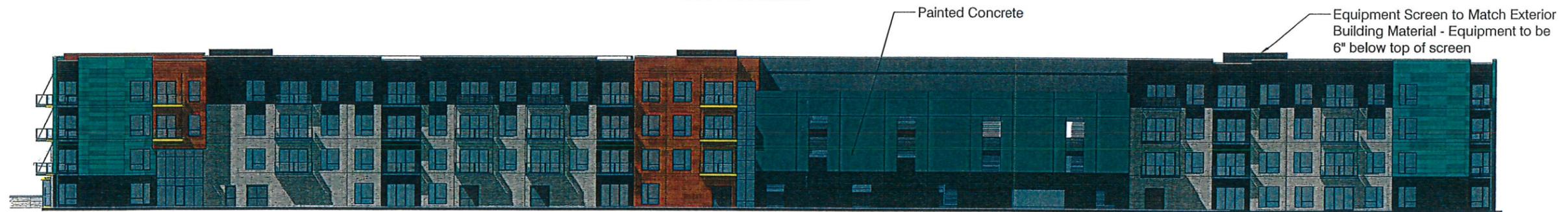
February 8, 2016 ARCHITECTS + PLANNERS, INC.



South Elevation



North Elevation



West Elevation



East Elevation

Painted Concrete

Equipment Screen to Match Exterior Building Material - Equipment to be 6" below top of screen

Fiber Cement Panels - B

Fiber Cement Panels - A

Metal Panel System

T/ High Parapet
El. +53'-6"

T/ Low Parapet
El. +50'-0"

53'-6"

Grade
0'-0"

Brick B

Brick A

Stone



404 **social**
CityPark
Lincolnshire, Illinois

East Building Elevations

Sheet 10



43 South Vail Avenue
Arlington Heights, Illinois 60005
Job No. 15022 © 2016



February 8, 2016 ARCHITECTS + PLANNERS, INC.



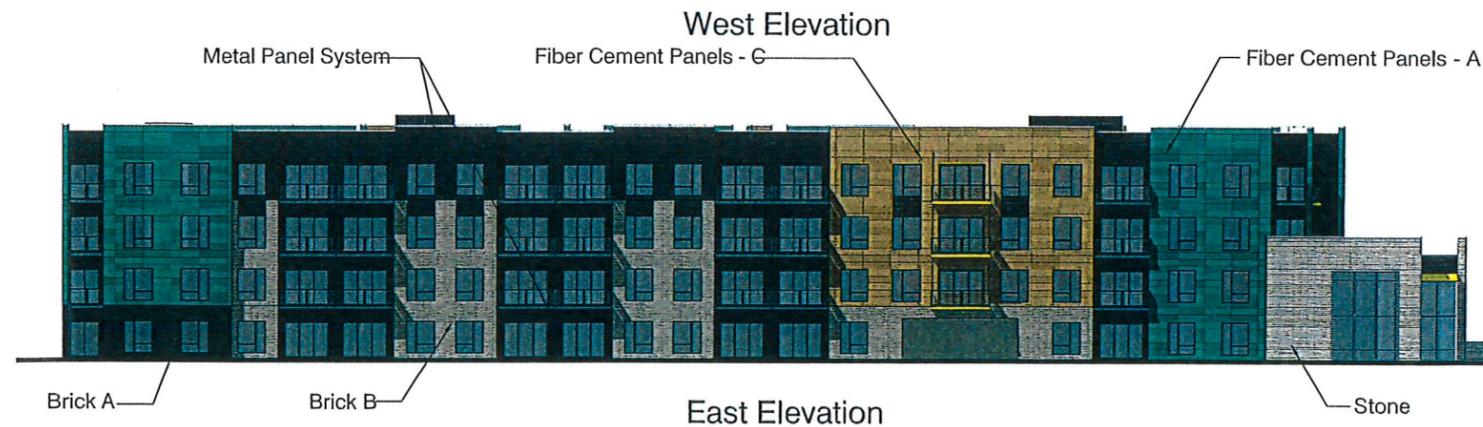
South Elevation



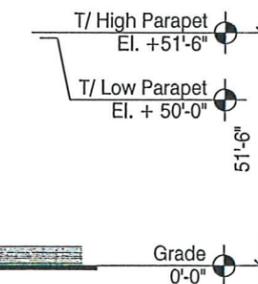
North Elevation



West Elevation



East Elevation









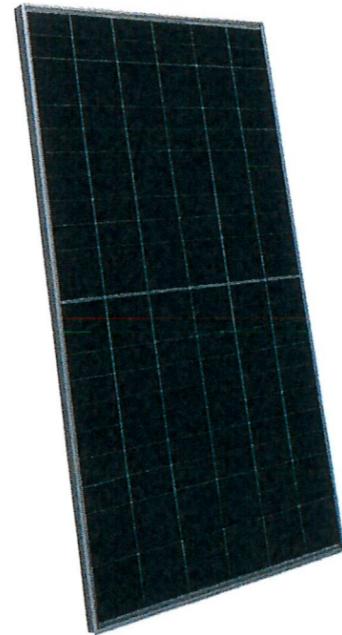
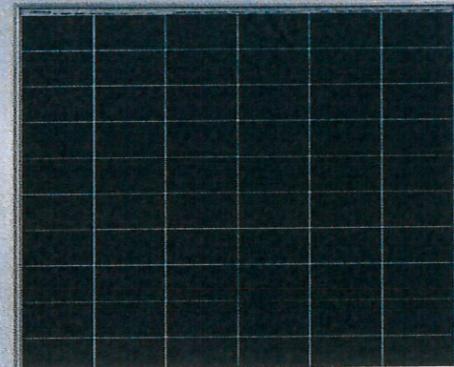


Eagle HC 72M G2

390-410 Watt

MONO PERC HALF CELL MODULE

Positive power tolerance of 0~+3%



KEY FEATURES

- 
Diamond Cell Technology
 Uniquely designed high performance 5 busbar mono PERC half cell
- 
High Voltage
 UL and IEC 1500V certified; lowers BOS costs and yields better LCOE
- 
Higher Module Power
 Decrease in current loss yields higher module efficiency
- 
Shade Tolerance
 More shade tolerance due to twin arrays
- 
PID FREE
 Reinforced cell prevents potential induced degradation
- 
Strength and Durability
 Certified for high snow (5400Pa) and wind (2400 Pa) loads

- ISO9001:2008 Quality Standards
- ISO14001:2004 Environmental Standards
- OHSAS18001 Occupational Health & Safety Standards
- IEC61215, IEC61730 certified products
- UL1703 certified products

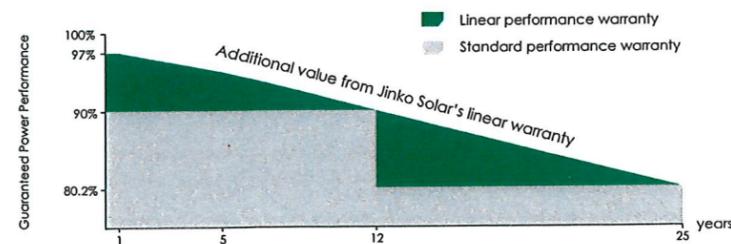
Nomenclature:
JKM410M-72HL-V

Code	Cell	Code	Cell	Code	Certification
null	Full	null	Normal	null	1000V
H	Half	L	Diamond	V	1500V

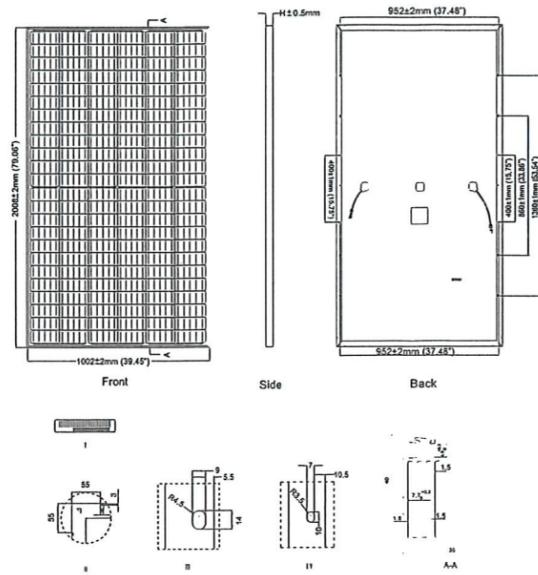


LINEAR PERFORMANCE WARRANTY

10 Year Product Warranty • 25 Year Linear Power Warranty



Engineering Drawings

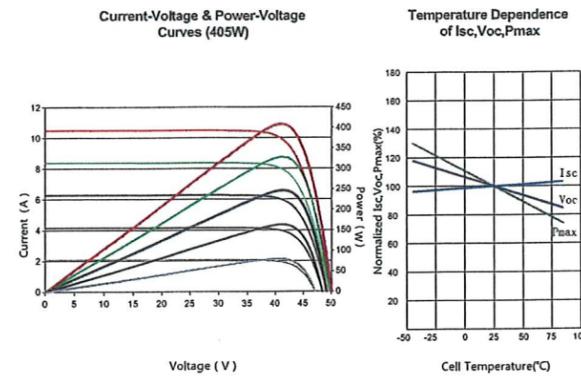


Packaging Configuration

(Two pallets = One stack)

26pcs/pallet, 52pcs/stack, 572pcs/40'HQ Container

Electrical Performance & Temperature Dependence



Mechanical Characteristics

Cell Type	Mono PERC Diamond Cell (158.75 x 158.75 mm)
No. of Half-cells	144 (6x24)
Dimensions	2008x1002x40mm (79.06x39.45x1.57 inch)
Weight	22.5 kg (49.6 lbs)
Front Glass	3.2mm, Anti-Reflection Coating, High Transmission, Low Iron, Tempered Glass
Frame	Anodized Aluminium Alloy
Junction Box	IP67 Rated
Output Cables	12AWG, (+) 1400mm(55.12 in), (-) 1400mm(55.12 in) or Customized Length
Fire Type	Type 1

SPECIFICATIONS

Module Type	JKM390M-72HL-V		JKM395M-72HL-V		JKM400M-72HL-V		JKM405M-72HL-V		JKM410M-72HL-V	
	STC	NOCT	STC	NOCT	STC	NOCT	STC	NOCT	STC	NOCT
Maximum Power (Pmax)	390Wp	294Wp	395Wp	298Wp	400Wp	302Wp	405Wp	306Wp	410Wp	310Wp
Maximum Power Voltage (Vmp)	41.1V	39.1V	41.4V	39.3V	41.7V	39.6V	42.0V	39.8V	42.3V	40.0V
Maximum Power Current (Imp)	9.49A	7.54A	9.55A	7.60A	9.60A	7.66A	9.65A	7.72A	9.69A	7.76A
Open-circuit Voltage (Voc)	49.3V	48.0V	49.5V	48.2V	49.8V	48.5V	50.1V	48.7V	50.4V	48.9V
Short-circuit Current (Isc)	10.12A	8.02A	10.23A	8.09A	10.36A	8.16A	10.48A	8.22A	10.60A	8.26A
Module Efficiency STC (%)	19.38%		19.63%		19.88%		20.13%		20.38%	
Operating Temperature (°C)	-40°C~+85°C									
Maximum System Voltage	1500VDC(UL)/1500VDC(IEC)									
Maximum Series Fuse Rating	20A									
Power Tolerance	0~+3%									
Temperature Coefficients of Pmax	-0.36%/°C									
Temperature Coefficients of Voc	-0.28%/°C									
Temperature Coefficients of Isc	0.048%/°C									
Nominal Operating Cell Temperature (NOCT)	45±2°C									

STC: Irradiance 1000W/m² Cell Temperature 25°C AM=1.5

NOCT: Irradiance 800W/m² Ambient Temperature 20°C AM=1.5 Wind Speed 1m/s

* Power measurement tolerance: ± 3%

CAUTION: READ SAFETY AND INSTALLATION INSTRUCTIONS BEFORE USING THE PRODUCT.
© Jinko Solar Co., Ltd. All rights reserved. Specifications included in this datasheet are subject to change without notice.
JKM390-410M-72HL-V-A1-US



Uniquely shaped for flat roofs.

IronRidge BX delivers superior power density and design flexibility to flat roof solar arrays. Made of a glass-reinforced composite, the BX Chassis is engineered for extreme structural loading, yet is also shaped to be roof-friendly and easy to install.

Certified BX plan sets can be obtained instantly through an online Design Assistant or by contacting IronRidge Commercial Services.



Glass-Reinforced Composite

Corrosion-free and engineered for long-term structural performance.



Commercial Services

Engineering support to optimize system design.



Class A Fire Rating

Certified to maintain the fire resistance rating of the existing roof.



Design Assistant

Online software makes it simple to create, share, and price projects.



UL 2703 Listed System

Entire system and components meet newest effective UL 2703 standard.



25-Year Warranty

Products guaranteed to be free of impairing defects.

Chassis

5° Chassis



Ballasted mounting for 5 degree tilt angle.

- Max load spreading design
- Fully encloses ballast
- 360 degree drainage

10° Chassis



Ballasted mounting for 10 degree tilt angle.

- Max load spreading design
- Fully encloses ballast
- 360 degree drainage

Top Clamp



Combines with Bottom Clamp for top-bottom module grip.

- Secures above module
- One-tool attachment
- Mill aluminum 6000 series

Bottom Clamp



Combines with Top Clamp to up structural connection.

- Secures below module
- One-tool attachment
- Mill aluminum 6000 series

Grounding

8" Mod Bonding Jumper



Bond adjacent modules in the array.

- Press-on installation
- Tin-plate copper wire
- Factory crimped connection

38" Row Bonding Jumper



Complete row-to-row bonding in the array.

- Press-on installation
- Tin-plate copper wire
- Factory crimped connection

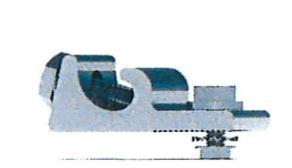
MLPE Mounting Hardware



Optional mounting hardware for MLPE devices.

- Cap screw and cage nut
- 5/16" socket install
- Stainless steel 300 series

PV Mod Grounding Lug



Connect arrays to equipment ground.

- Low profile
- Mounts to module frame
- One per continuous array

Accessories

Cable Tie



Complete wire management with weatherproof ties.

- UV stabilized polyamide
- 12" length, bundle of 100
- Black finish

Edge Clip Cable Tie



Manage wires underneath module and Chassis flange.

- Clips to module & Chassis
- UV stabilized polyamide
- Black finish

String Inverter Mount Kit



Create mounting platform for inverters.

- Chassis, XR10 rail, hdw
- Up to 4' inverter base
- Raises inverter off deck

Flat Roof Attachment Kit



Add anchors to ballasted system.

- Includes hardware
- For ballast-attached hybrid
- Uses locally-sourced strut

Resources



Design Assistant

Go from rough layout to fully engineered system in minutes.

Go to IronRidge.com



Tech Support

Get help when you need it, regarding installation, design, and anything else.

Call 1-800-227-9523

INVERTERS

Three Phase Inverter with Synergy Technology

for the 208V Grid for North America

SE43.2KUS



Specifically designed to work with power optimizers

- / Easy two-person installation – each unit mounted separately, equipped with cables for simple connection between units
- / Balance of System and labor reduction compared to using multiple smaller string inverters
- / Independent operation of each unit enables higher uptime and easy serviceability
- / No wasted ground area: wall/rail mounted, or horizontally mounted under the modules (10° inclination)
- / Integrated arc fault protection and rapid shutdown for NEC 2014 and 2017, per article 690.11 and 690.12
- / Fixed voltage inverter for superior efficiency (97%) and longer strings
- / Integrated DC Safety Switch
- / Built-in RS485 Surge Protection, to better withstand lightning events
- / Built-in module-level monitoring with Ethernet or cellular GSM

/ Three Phase Inverter with Synergy Technology for the 208V Grid for North America

SE43.2KUS

SE43.2KUS		
OUTPUT		
Rated AC Power Output	43200	VA
Maximum AC Power Output	43200	VA
AC Output Line Connections	4-wire WYE (L1-L2-L3-N) plus PE or 3 wire Delta	
AC Output Voltage Minimum-Nominal-Maximum ⁽¹⁾ (L-N)	105-120-132.5	Vac
AC Output Voltage Minimum-Nominal-Maximum ⁽¹⁾ (L-L)	183-208-229	Vac
AC Frequency Min-Nom-Max ⁽²⁾	59.3 - 60 - 60.5	Hz
Maximum Continuous Output Current (per Phase) @208V	120	A
GFDI Threshold	1	A
Utility Monitoring, Islanding Protection, Configurable Power Factor, Country Configurable Thresholds	Yes	
INPUT		
Maximum DC Power (Module STC), Inverter / Unit	58200 / 19400	W
Transformer-less, Ungrounded	Yes	
Maximum Input Voltage DC to Gnd	300	Vdc
Maximum Input Voltage DC+ to DC-	600	Vdc
Nominal Input Voltage DC to Gnd	200	Vdc
Nominal Input Voltage DC+ to DC-	400	Vdc
Maximum Input Current	114	Adc
Maximum Input Short Circuit Current	135	Adc
Reverse-Polarity Protection	Yes	
Ground-Fault Isolation Detection	350kΩ Sensitivity per Unit	
CEC Weighted Efficiency	97	%
Nighttime Power Consumption	< 12	W
ADDITIONAL FEATURES		
Supported Communication Interfaces	RS485, Ethernet, Cellular GSM (optional)	
Rapid Shutdown	NEC2014 and NEC2017 compliant/certified, upon AC Grid Disconnect	
RS485 Surge Protection	Built-in	
DC SAFETY SWITCH		
DC Disconnect	1000V / 3 x 40A	
STANDARD COMPLIANCE		
Safety	UL1741, UL1741 SA, UL1699B, UL1998, CSA 2.22	
Grid Connection Standards	IEEE 1547, Rule 21, Rule 14 (H1)	
Emissions	FCC part15 class A	
INSTALLATION SPECIFICATIONS		
Number of units	3	
AC Output Conduit Size / Max AWG / Max PE AWG	2" / 4/0 / 4	
DC Output Conduit Size / Terminal Block AWG Range / Number of Strings ⁽³⁾	2 x 1.25" / 6-14 / 9 strings	
Dimensions (H x W x D)	Primary Unit: 37 x 12.5 x 10.5 / 940 x 315 x 260; Secondary Unit: 21 x 12.5 x 10.5 / 540 x 315 x 260	in / mm
Weight	Primary Unit: 105.8 / 48; Secondary Unit 99.2 / 45	lb / kg
Operating Temperature Range	-40 to +140 / -40 to +60 ⁽³⁾	°F / °C
Cooling	Fan (user replaceable)	
Noise	< 60	dBA
Protection Rating	NEMA 3R	
Mounting	Bracket provided	

⁽¹⁾ For other regional settings please contact SolarEdge support

⁽²⁾ Single input option per unit (up to 3AWG) available

⁽³⁾ For power de-rating information refer to: <https://www.solaredge.com/sites/default/files/se-temperature-derating-note-na.pdf>

Power Optimizer For North America

P860



POWEROPTIMIZER

PV power optimization at the module-level The most cost effective solution for commercial and large field installations

- Specifically designed to work with SolarEdge inverters
- Up to 25% more energy
- Superior efficiency (99.5%)
- Balance of System cost reduction; 50% less cables, fuses and combiner boxes, over 2x longer string lengths possible
- Fast installation with a single bolt
- Advanced maintenance with module-level monitoring
- Module-level voltage shutdown for installer and firefighter safety
- Meets NEC requirements for arc fault protection (AFCI) and Photovoltaic Rapid Shutdown System (PVRSS)
- Use with two PV modules connected in parallel

/ Power Optimizer

For North America

P860

Optimizer Model (Typical Module Compatibility)	P860 (for 2 x 72 cell modules)		
INPUT			
Rated Input DC Power ⁽¹⁾	860		W
Connection Method	Dual input for independently connected modules ⁽²⁾		
Absolute Maximum Input Voltage (Voc at lowest temperature)	60		Vdc
MPPT Operating Range	12.5 - 60		Vdc
Maximum Short Circuit Current (Isc)	22		Adc
Maximum Short Circuit Current per input (Isc)	11		Adc
Maximum Efficiency	99.5		%
Weighted Efficiency	98.6		%
Oversoltage Category	II		
OUTPUT DURING OPERATION (POWER OPTIMIZER CONNECTED TO OPERATING SOLAREEDGE INVERTER)			
Maximum Output Current	18		Adc
Maximum Output Voltage	85		Vdc
OUTPUT DURING STANDBY (POWER OPTIMIZER DISCONNECTED FROM SOLAREEDGE INVERTER OR SOLAREEDGE INVERTER OFF)			
Safety Output Voltage per Power Optimizer	1 ± 0.1		Vdc
STANDARD COMPLIANCE			
Photovoltaic Rapid Shutdown System	Compliant with NEC 2014, 2017 ⁽³⁾		
EMC	FCC Part15 Class B, IEC61000-6-2, IEC61000-6-3		
Safety	IEC62109-1 (class II safety), UL1741		
Material	UL94 V-0, UV Resistant		
RoHS	Yes		
INSTALLATION SPECIFICATIONS			
Compatible SolarEdge Inverters	Three phase inverters		
Maximum Allowed System Voltage	1000		Vdc
Dimensions (W x L x H)	129 x 168 x 59 / 5.1 x 6.61 x 2.32		mm / in
Weight	1064 / 2.34		gr / lb
Input Connector	MC4 ⁽⁴⁾		
Input Wire Length ⁽⁵⁾	Lengths options	Input #1	Input #2
	(1)	0.16 / 0.52	0.16 / 0.52
	(2)	(-) 1.3 / 4.26, (+) 0.16 / 0.52	(-) 0.16 / 0.52, (+) 1.3 / 4.26
(3)	(-) 1.6 / 5.24, (+) 0.16 / 0.52	(-) 0.16 / 0.52, (+) 1.6 / 5.24	
Output Wire Type / Connector	Double Insulated; MC4		
Output Wire Length	2.1 / 6.8 ⁽⁶⁾		m / ft
Operating Temperature Range ⁽⁷⁾	-40 - +85 / -40 - +185		°C / °F
Protection Rating	IP68 / NEMA6P		
Relative Humidity	0 - 100		%

⁽¹⁾ Rated power of the module at STC will not exceed the optimizer "Rated Input DC Power". Modules with up to +5% power tolerance are allowed.
⁽²⁾ In a case of odd number of PV modules in one string, it is allowed to install one P860 power optimizer connected to one PV module. When connecting a single module to P860, seal the unused input connectors with the supplied pair of seals.
⁽³⁾ NEC 2017 requires max combined input voltage be not more than 80V.
⁽⁴⁾ For other connector types please refer to: <https://www.solaredge.com/sites/default/files/optimizer-input-connector-compatibility.pdf>
⁽⁵⁾ Longer inputs wire length are available for use with split junction box modules. (For 1.3m/4.26ft order P860-xxxYxxY. For 1.6m/5.24ft order P860-xxxYxxY).
⁽⁶⁾ When using the longer input option (1.3m/4.26ft or 1.6m/5.24ft), the output wire length is 2.2m / 7.2ft
⁽⁷⁾ For ambient temperature above +70°C / +158°F power de-rating is applied. Refer to Power Optimizers Temperature De-Rating Application Note for more details.

PV System Design Using a SolarEdge Inverter ⁽⁸⁾		Three Phase for 208V Grid ⁽⁹⁾	Three Phase for 480V/277V Grid	
Minimum String Length	Power Optimizers	8	14	
	PV Modules	16	27	
Maximum String Length	Power Optimizers	30		
	PV Modules	60		
Maximum Power per String		7200	15300	W
Parallel Strings of Different Lengths or Orientations		Yes		

⁽⁸⁾ It is not allowed to mix P860 with P730/P800p/P850 in one string or to mix with P320/P340/P370/P400/P405/P505 in one string.
⁽⁹⁾ P860 design with three phase 208V inverters is limited. Use the SolarEdge Designer for verification.



Justyna Chrupek <justyna@ecdco.com>

Solar Panel Size and Design Details

1 message

Aaron Wilson <awilson@solar-one.com>

Thu, Oct 3, 2019 at 4:35 PM

To: Justyna Chrupek <justyna@ecdco.com>

Cc: Scott Greenberg <scott@ecdco.com>, "mstonesifer@solar-one.com" <mstonesifer@solar-one.com>, Ira Holtzman <ira@lowerelectric.com>

Justyna,

Solar Panel Dimensions:

79.06 x 39.45 x 1.57

Material:

Dark blue Silicon Solar Cells, Glass, Aluminum frame

Thanks,

Aaron Wilson

Chief Executive Officer - Solar One, LLC.

2009 Independence Dr. / Sherman, TX 75090

Tel: 903-870-9052 / Cell: 903-436-0432

SOLAR ONE

b. A wildlife study shall be conducted by a qualified professional not in the employ of the Applicant, such as an ornithologist or wildlife biologist, to determine if there is any potential impact the SWES may present to migratory birds and wildlife species. In cases where the wildlife study indicates that a protected natural resource will be adversely affected by an SWES, the Village shall consult with the Illinois Department of Natural Resources (IDNR), in accordance with Title 17 of the Illinois Administrative Code Part 1075, to determine whether the protective measures outlined in the study are deemed acceptable. A final decision on the application shall not be made until such consultation with IDNR is resolved.

G. **COMPLIANCE:** Every SWES must maintain compliance with the plans and specifications approved by the Village Board of Trustees. If a SWES becomes non-compliant with approved plans and specifications due to, but not limited to: discoloration, cracking, missing components, rusting, settling, damage or general disrepair; then the owner/operator of the SWES and the owner of the building or lot on which the SWES is located will be jointly and severally responsible for remedying the specific non-conformities. These non-conformities must be remedied within forty-five (45) days after receipt of written notice sent by the Village to the owner/operator of the SWES and the owner of the building or lot. Failure to remedy all of the cited non-conformities, within the forty-five (45) day time period, shall be punishable by a fine not exceeding the amount described per day that the violation continues, pursuant to Chapter 4 of Title 1 of the Village Code.

H. **ENGINEERING CERTIFICATION:** No SWES may be located within the Village unless the Applicant has provided to the Village the written certification of a professional engineer licensed by the State of Illinois that the structure upon which the facility is located is sufficient from a structure engineering standpoint to bear the load. In instances of free-standing structures, this shall include a certificate that the foundation on which the structure is built, is constructed and engineered to take into account the existing soil conditions. A licensed professional engineer shall also certify that in the event of a fall or collapse, that the facility is designed and manufactured to fall entirely within the boundary lines of the lot on which it is located, and that installation meets or exceeds the maximum construction and installation standards set forth by the manufacturer.

6-17-6: SOLAR ENERGY SYSTEMS (SES)

- A. GENERAL REGULATIONS: A Solar Energy System (SES), as referenced in Section 6-17-2, may be erected or installed only in accordance with this Title 6, Chapter 17 of the Village Code. Any SES shall conform to all Federal laws and regulations concerning its use and operation, and may be installed only in the following zoning districts and standards:
1. Shall be permitted in the R1, R2, R2A, and R3 Zoning Districts. Any attached single-family residential development and mixed-use development which contains residential housing units shall require review by the Architectural Review Board prior to being approved or denied by the Village Board.
 2. Shall be permitted in the R4, R5, R6, B1, B2, E, and O/I Zoning Districts, subject to review by the Architectural Review Board prior to being approved or denied by the Village Board.
- B. PERMITS: No such Solar Energy System (SES), as referenced in Section 6-17-2, shall be erected, constructed, altered or relocated without first obtaining a building permit from the Department of Community Development. An application for a building permit shall be made upon forms provided by the Department of Community Development, signed by the Applicant, and contain or have attached thereto the following information:
1. Name of person, firm, corporation or association constructing and erecting the solar energy system.
 2. Site plan showing the location of the solar energy system upon the lot and copies of the manufacturer's specification for the solar energy system.
 3. Name, address, and telephone number of the applicant, and the name of a responsible party in the case of corporate applications.
 4. Written consent of the owner of the building structure or land on which the solar energy system is to be erected.
 5. Elevation(s) of the existing structural improvements and the proposed solar energy system showing the size and design details.
 6. Four (4) sets of plans and specifications showing the method of construction, location, support, and attachment to the structure.
 7. If required by the Department of Community Development, a copy of stress sheets and calculations prepared by a licensed professional

engineer showing that the solar energy system is designed for the deadload, in the amount required by the manufacturer and all other laws and ordinances of the Village.

8. A line drawing of the electrical components, as supplied by the manufacturer, in sufficient detail to allow for a determination that the manner of installation conforms to the Village Code.
9. Such other information that the Department of Community Development shall require to show full compliance with this and all other ordinances of the Village.

C. PLACEMENT OF SES:

1. Shall be limited to roof-mounted installations on a permitted structure, provided that the installation method shall be compatible and harmonious with the aesthetic qualities of the structure to which the device is attached so as to not abruptly alter the architectural character of the structure.
 - a. Shall be attached directly to the exterior of the roof structure to ensure the lowest profile permissible. All components of the SES shall not extend above the maximum building height permitted by the zoning district and beyond the existing limits of the roof.
 - c. No component of the SES, including mounting racks, shall be permitted to tilt or rotate at a slope greater or less than the roof to which the device is attached.
 - d. Shall be designed and installed to prohibit Sun Reflection towards vehicular traffic and any habitable portion of an adjacent structure. Sun Reflection onto an adjacent roof shall be acceptable.
 - e. Shall occupy not more than fifty-percent (50%) of the outside roof area to which the device is attached. If an SES is installed on multiple roofs on a single structure, the SES shall occupy not more than thirty-percent (30%) of each outside roof area to which the device is attached.
 - f. With the exception of Solar Panels, mounting racks, pipe runs, and electrical wire connections, no portion of an SES shall be installed on the outside of the roof.

- g. No trees or vegetation shall be removed or pruned to reduce or eliminate shading from the sun, unless warranted for good forestry practices, as determined by the Village Forester.

6-17-7: DECOMMISSIONING AND RESTORATION PLAN:

- A. **MICRO WIND ENERGY SYSTEMS (MWES) AND SOLAR ENERGY SYSTEMS (SES):** When a MWES or SES is not operated for a continuous period of at least nine (9) months, such Alternative Energy Collection System and all related equipment shall be deemed abandoned by the Village. The owner of such Alternative Energy Collection System shall remove all items within forty-five (45) days following receipt of written notification that removal is required. Such notice shall be sent by registered or certified mail, return receipt requested, by the Village to such owner at the last known address of such owner. A principal structure or lot for sale, lease, or in foreclosure may be exempt, provided that the MWES and/or SES are maintained pursuant to this Title 6, Chapter 17 of the Village Code.
- B. **SMALL WIND ENERGY SYSTEM (SWES)**
 - 1. Prior to receiving a Special Use Permit for the installation of a SWES, the owner and/or operator must include a Decommissioning and Restoration Plan with the application request to ensure such Alternative Energy Collection System and all related equipment is properly decommissioned. The owner of the SWES and the underlying property owner(s) shall be jointly liable for the removal of all equipment associated with the SWES at the end of the Special Use permit period, if any, the useful life of the facility, or when the facility is abandoned or otherwise out of operation for continuous period of at least nine (9) months. The Decommissioning and Restoration Plan shall state how the facility will be decommissioned and how the site will be restored, and shall further provide:
 - a. Provisions for removal of the SWES and all related equipment, including those below the soil surface.
 - b. Provisions for the restoration of the property and improvements upon completion of the decommissioning of the Alternative Energy Collection System and all related equipment.



UNAPPROVED Minutes of the regularly scheduled **ARCHITECTURAL REVIEW BOARD** held on Thursday, October 17, 2019 in the Public Meeting Room of the Village Hall, One Olde Half Day Road, Lincolnshire, IL

PRESENT: Chair Kennerley and Members Santosuosso, Orzeske, Baskin, and Killedar

ABSENT: Members Tapia, McCall, and Trustee-Liaison Hancock

ALSO PRESENT: Tonya Zozulya, Planning and Development Manager (PDM)

CALL TO ORDER: **Chair Kennerley** called the meeting to order at 8:01 p.m.

1.0 ROLL CALL

The roll was called by **PDM Zozulya**. **Chair Kennerley** declared a quorum to be present.

2.0 APPROVAL OF MINUTES

2.1 Approval of the minutes of the Architectural Review Board (ARB) Meeting held on Tuesday, September 24, 2019.

Member Baskin moved and **Member Santosuosso** seconded the motion to approve the minutes as presented for the September 24, 2019 Architectural Review Board.

The motion passed unanimously by voice vote.

3.0 ITEMS OF GENERAL BUSINESS

3.1 Consideration of a Roof-Mounted Solar Panel installation at 444 Social Luxury Apartments – 444 and 446 Parkway Drive (Smash Residential Chicago)

PDM Zozulya summarized the petition, noting this is the second request for a solar panel installation in a commercial zoning district. She further summarized the background of the apartment development, stating the project is complete and occupied. **PDM Zozulya** stated the project consists of installing solar panels on the roofs of both apartment buildings and complies with Village Code. The proposal is supported by village staff.

Scott Greenberg, developer of the 444 Social Luxury Apartments, presented the solar installation plan, noting the site and buildings are conducive to the installation of solar panels. His intention with this installation is to offset energy consumption and carbon footprint of the complex. **Mr. Greenberg** stated the panels will be installed behind the parapet walls and will not be visible to residents or the public.



Aaron Wilson, representative of SOLARONE, presented samples of the panels and stated the panels would not produce glare. **Mr. Wilson** provided information on the number of solar modules to be installed, and reinforced Mr. Greenberg's earlier statement regarding the panels' lack of visibility. **Mr. Wilson** provided additional information on roof location as well as mounting, ballast details, and building elevations. **Mr. Wilson** stated this installation will provide approximately 40% of the total energy used by both buildings.

Chair Kennerley asked Mr. Greenberg why the solar panel installation was not included in the initial design of the building. **Mr. Greenberg** replied he was more concerned with navigating the broader approval process.

Mr. Wilson said the State of Illinois has incentivized the installation of solar panels and has provided a limited number of solar renewable energy certificates which the owners of 444 Social hope to take advantage of.

Member Baskin commented the development of the 444 Social complex was very well done and he does not see any issues with the solar panel installation.

Member Orzeske moved and **Member Santosuosso** seconded the motion to recommend approval to the Village Board installation of the proposed solar panels for 444 Social Luxury Apartment complex at 444 and 446 Parkway Drive, as presented in the packet by Smash Residential Chicago, date stamped received October 8, 2019.

Motion passed unanimously by voice vote.

PDM Zozulya said the Village Board will review the petition for final consideration and potential approval on October 28, 2019.

3.2 Consideration and Approval of Ground Identification Sign Structural Modification – 575 Bond Street (Ravinia Plumbing)

PDM Zozulya reminded the ARB of a previous petition by Ravinia Plumbing in early 2019 for parking lot modifications and fence installation. She stated the owner of Ravinia Plumbing, David Ariano, is requesting modifications to the ground sign, which is legally non-conforming due to the size of the sign. She stated the location and landscape will remain unaltered, and the petitioner will remove the metal sign panel and replace it with new white metal to match the existing sign posts. **PDM Zozulya** further stated the proposed sign will include the wording "Plumbing, Heating, Sewer, Electric" as this is part of the company's registered name. She added recent amendments to the Sign Code now dictate requests for ground sign modifications to appear before the ARB for final approval, and that staff supports of the petitioner's request.

Matt Laska, Northshore Sign, presented the proposed modifications to the sign face which would bring it into compliance with Village Code

**REQUEST FOR BOARD ACTION
Committee of the Whole
October 28, 2019**

Subject: Building Code Amendments – Fees and Charges

Action Requested: Consideration of an Ordinance Amending Title 5 (Building Regulations), Chapter 3 (Building Fees and Charges) of the Lincolnshire Village Code

Originated By/Contact: Ben Gilbertson, Assistant Village Manager/CED Director

Referred To: Village Board

Background

At the January 14, 2019 Committee of the Whole meeting, staff presented proposed amendments to Title 5 (Building Regulations) and Title 7 (Subdivisions and Land Development) of the Lincolnshire Village Code. Staff continue to refine amendments to Title 7 and, per the Village Board's direction, will review the proposed amendments with the Zoning Board in late 2019 or early 2020. However, staff have identified areas of Title 5 warranting relatively straightforward amendments the Village Board can take action on separate from the more comprehensive amendments to Title 7 (Subdivisions and Land Development), which are planned to be presented for review at a future date .

Specifically, staff propose amendments to Section 5-3 of the Village Code (Building Fees and Charges) clarifying eligibility for fee waiver requests. Staff also propose striking a provision in Section 5-3 that currently allows non-residential property owners the option of requesting water and/or sewer connection fee reimbursements. Specifically, the Section 5-3-4-G of the Village Code reads as follows:

Actual Water Usage: At the end of one and one-half (1-1/2) years (18 months) but prior to the end of two and one-half (2 2) full years (30 months) of occupancy of any nonresidential building, the owner of said building may apply to the Village for an adjustment of Village water and sewer connection charges paid at time of building permit based upon actual water usage of said building for months thirteen (13) through twenty four (24). Occupancy shall be defined as the point in time when occupancy permits have been issued for a minimum of ninety percent (90%) of all habitable space in said building. The owner shall apply on a form provided by the Village. If the amount of water actually used for said time period is less than the amount of expected water usage based upon the EDU formula, an adjustment in the amount of the connection charges paid will be made. If said application is made when said building is between ninety percent (90%) and one hundred percent (100%) occupied, the Village will extrapolate the actual water usage data supplied by the applicant to determine a one hundred percent (100%) actual water usage figure. For example, if an office building is ninety two percent (92%) occupied at the time of application, the Village will utilize the actual usage data provided by the applicant and add eight percent (8%) to the actual water usage data for the square feet not presently occupied in order to estimate a water usage figure for one hundred percent (100%) occupancy. No adjustment to the sanitary sewer connection charges collected by the Village for payment to the County of Lake will be made, except to the extent that the County may also issue such a refund. No interest will be paid on any refunds issued by the Village (Ord. 00-1730- 38, eff. 8/14/00).

Because the Village relies on connection fees to fund required water and sewer system capital projects, requests for reimbursement that come in after receipt of the initial payment have the potential to impact the Water & Sewer Fund status. Staff proposes to eliminate this entire section of the Code (see Document 1 for the entire redlined version of the Code).

Approval Process

The approval process does not require review by any advisory board or notification to the State of Illinois Capital Development Board. Only Village Board review and approval is required.

Recommendation

Direct placement on the November 11, 2019 Village Board Consent Agenda.

Reports and Documents Attached

- Document 1: Draft ordinance, prepared by the Village Attorney, and redlined version of Title 5 (Building Regulations), Chapter 3 (Building Fees and Charges) of the Lincolnshire Village Code.

Meeting History	
Committee of the Whole – Preliminary Evaluation	January 14, 2019
Committee of the Whole – First Reading of the Ordinance (Title 5 – Building Regulations)	October 28, 2019

**VILLAGE OF LINCOLNSHIRE
LAKE COUNTY, ILLINOIS**

ORDINANCE _____

**AN ORDINANCE AMENDING
TITLE 5, CHAPTER 3 OF THE LINCOLNSHIRE VILLAGE CODE
RELATED TO BUILDING FEES AND CHARGES**

WHEREAS, the Village of Lincolnshire is an Illinois home rule municipal corporation organized and operating under the Constitution and laws of the State of Illinois; and

WHEREAS, the Village charges certain fees in relation to the issuance of building permits and the inspections and plan reviews related to the construction allowed by building permits; and

WHEREAS, the Mayor and Board of Trustees desire to amend Title 5, Chapter 3 of the Village Code (Building Permit Fees and Charges) to ensure the Code is consistent with best practices for municipal building fees.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Lincolnshire, Lake County, Illinois, in exercise of its home rule powers, as follows:

SECTION 1. Recitals. The preamble to this Ordinance expresses the Village's purpose and intent for enacting this amendment to the Village Code and it is the intent of the Mayor and Board of Trustees for this Ordinance to be liberally construed to most effectively accomplish the purposes described above.

SECTION 2. Code Amendment. Title 5, Chapter 3 of the Village Code, Building Fees and Charges, is hereby amended in the manner described in Exhibit A, attached hereto and incorporated as though fully recited herein. The changes are shown as

additions described with underlines and deletions described with strikeouts. Language which is omitted from Exhibit A is not intended to be changed.

SECTION 3. Severability. In the event any provision or application of the Village Code enacted by this Ordinance is found to be invalid or unenforceable, it is the intent of the Village Board that all other applications and the remaining provisions shall remain in full force and effect to the extent permitted by law.

SECTION 4. Effective Date. This Ordinance shall become effective following its adoption and approval in the manner provided by law.

SO ORDAINED this _____ Day of _____, 2019, at Lincolnshire, Lake County, Illinois.

AYES:

NAYS:

ABSENT:

APPROVED:

Elizabeth J. Brandt, Mayor

ATTEST:

Barbara Mastandrea, Village Clerk

Published in pamphlet form by the
authority of the Mayor and Board of Trustees
on _____, 2019.

Barbara Mastandrea, Village Clerk

CHAPTER 3 BUILDING FEES AND CHARGES

SECTION:

- 5-3-1: Fees for Permits**
- 5-3-2: Reimbursement of Professional Review Fees**
- 5-3-2A: Not-For-Profit Fees**
- 5-3-3: Additional Fees**
- 5-3-4: Water and Sewer Connection Charges**
- 5-3-4-1: Connection Charges Outside Corporate Limits**

5-3-1: FEES FOR PERMITS: The fee for a building permit to construct, alter or repair any building or other structure or its service equipment in the Village shall be as established in the Comprehensive Fee Schedule set forth in Chapter 15 of Title 1 of this Code- (Ord. Amd. 96-1467-51, eff. 12/9/96).

A. Applicants for a building permit shall submit the estimated construction cost of the proposed improvements. The Building Official shall use the most recent copy of the International Building Code building valuation data report on file for verifying any estimates. The Building Official may request a verified statement of actual costs upon completion of the work. In the event the actual cost exceeds the estimate, an additional fee based upon such actual costs in accordance with this Section shall be paid.

5-3-2: REIMBURSEMENT OF PROFESSIONAL REVIEW FEES: Except as otherwise provided for in this Chapter, applicants for a building permit shall be required to remain in compliance with Title 1, Chapter 8, Article D, as a condition of receiving a building permit- (Amd. Ord. 07-2981-09, eff. 4/23/07).

5-3-2A: NOT FOR PROFIT FEES (Ord. 94-1345-29, eff. 7/11/94)

A. Any **local government serving all or any part of the Village, or any** charitable organization, may file an application with the Village for a waiver of fees imposed by the Village, **excluding out-of-pocket Village expenses**. The application for waiver of fees shall be in writing and shall contain all the information necessary to determine the applicant's eligibility under this Ordinance and identify the fees and amounts which the applicant is requesting to be waived. The Board of Trustees shall review the application and satisfy itself of the sufficiency of the application and eligibility of the applicant at a Committee of the Whole meeting, and shall then formally approve or disapprove the application at ~~scheduled~~ a regular meeting of the Village Board

of Trustees. ~~The a~~Applications shall be filed with the **Community & Economic Development Department Village Clerk** at least ~~14~~**five (145)** days before the date of the ~~Committee of the Whole~~**scheduled** meeting at which the application is to be considered initially.

There shall be no waiver of fees in excess of \$5,000 per development or project.

B. DEFINITIONS

CHARITABLE ORGANIZATION

~~Shall mean any not-for-profit corporation, association, or foundation organized and operated exclusively for religious purposes, charitable purposes, or for the prevention of cruelty to children or animals (Amd. Ord. 98-1543-05, eff. 3/9/98)~~**Any not-for-profit corporation, association, or foundation organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, educational, and/or cruelty to children or animals purposes. For the purposes of this ordinance, homeowners associations do not qualify as charitable organizations and may not seek fee waivers.**

FEES

~~Shall mean those f~~**Fees** that would otherwise be required for, or incurred in connection with, planning, zoning, and building **applications and** permits in regard to construction, restoration, replacement, renovation, remodeling, addition, or repair of a structure, but not including sewer and water connection fees and fees or charges recovering direct out-of-pocket Village expenses.

OUT-OF-POCKET VILLAGE EXPENSES

Shall mean any costs incurred by the Village for outside services of independent contractors related to the processing of any **agreements**, petitions, or permits, including, but not limited to, postage, legal fees, costs of legal notices, and the cost of any inspections or analysis required by the Village from outside consultants.

5-3-3: ADDITIONAL FEES:

A. Lake County Sanitary Sewer Fee: Applicants for connection to, or modification of, the Village sanitary sewer system shall pay connection fees as required by the County of Lake. The **Village Engineer**~~Building Official~~ shall collect such fee on behalf of the County and transfer such funds to the County on a schedule in accordance with the requirements of the County.

- B. Outside Agency & Consultant Fees: Applicants for Building Permits shall reimburse the Village for all costs incurred by contracted or specialized reviewers necessary to ensure that the application, design, plans, and specifications meet the requirements of the Village. The Village reserves the right to request a specialized review for any project submitted. In the event that such a review is required, the Village shall make every effort to inform the applicant of the need for a specialized review that might not typically be required, prior to securing the consultant **and/or** agency for said review.
- C. Recapture Fees: Applicants shall pay any and all recapture fees prior to issuance of **any** permit **and/or at the time required for a plat of subdivision**, in accordance with the applicable Recapture Agreement (Amd. Ord. 09-3090-13, eff. 03/23/09).

5-3-4: WATER AND SEWER CONNECTION CHARGES:

- A. Basis for Connection Charge: Water and sewer connection charges within the Village corporate limits shall be calculated on the basis of equivalent dwelling units (EDUs). Each dwelling unit, as defined by the Zoning Definitions as set forth in Chapter 2 of Title 7 of this Code, is considered one EDU. EDUs for all nonresidential buildings are determined according to a schedule based upon the type/use of building.
- B. Formula for Determining Annual Water and Sewer Connection Charges: Annually, prior to the start of each fiscal year, the present value of the combined water and sewer system of the Village shall be reviewed and set for the upcoming fiscal year. The Village Engineer, **in consultation with the Finance Director**, shall determine the total value of the combined water and sewer system at such time based upon the following:

Current replacement value of all accepted water and sanitary sewer improvements less accumulated depreciation and less outstanding indebtedness (hereinafter referred to as CRV). For developments under construction, the value of the public improvements shall be prorated based upon the percentage of developed land.

The current replacement value of all improvements to the system shall be determined by the Village Engineer by estimating the current construction costs and shall include all ancillary costs such as engineering, land financing, legal, and all other costs of any kind. Such current construction costs shall be estimated in accordance with the generally accepted standards in the engineering profession for estimating costs of proposed projects (Ord. 89-1116-83).

- C. **Water Connection Charge:** The connection charge for connecting to the water system of the Village within its corporate limits shall be in accordance with the fees as established in the Comprehensive Fee Schedule set forth in Chapter 15 of Title 1 of this Code (Ord. 90-1134-18; Amd. Ord. 92-1245-23; Amd. Ord. 93-1283-13, eff. 5/10/93).

The minimum fee shall be the cost for one equivalent dwelling unit (Ord. 90-1161-45).

- D. **Sewer Connection Charge:** The connection charge for connecting to the ~~water~~ **sewer** system of the Village within its corporate limits shall be in accordance with the fees as established in the Comprehensive Fee Schedule set forth in Chapter 15 of Title 1 of this Code (Ord. 90-1134-18; Amd. Ord. 92-1245-23; Amd. Ord. 93-1283-13, eff 5/10/93).

The minimum fee shall be the cost for one equivalent dwelling unit (Ord. 90-1161-45).

- E. **Equivalent Dwelling Units:**

1. **Basis for Mean Annual Expected Usage Coefficients:** The number of equivalent dwelling units used to determine water and sewer connection charges for nonresidential buildings shall be based upon "A System of Computerized Models for Calculating and Evaluating Municipal Water Requirements and Forecasting Municipal Water Requirements" prepared by Hittman Associates, Inc. for the Office of Water Resources Research, United States Department of the Interior. The "Commercial and Industrial Categories and Usage Coefficient Values for the Library of Water Usage Parameters, tables AIII.2 through AIII.6", delineate the expected usage coefficients for the mean annual water usage expected in commercial and industrial categories. These values shall be used in the formula to determine EDUs. Due to the length of the documents referred to above, three (3) copies of said documents shall remain on file for public inspection in the ~~office of the Village Clerk and the Village Engineer~~ **Lincolnshire Village Hall**. These documents are hereby adopted by reference.
2. **Average Daily Water Usage for Residential Users:** Annually, prior to the start of each fiscal year, the average daily water usage for residential users for the previous five (5) calendar years shall be determined by the Village Engineer. This shall be accomplished by dividing the total volume of residential water metered for each of the previous five (5) calendar years by the total number of residential customers at each of

the five (5) calendar years' end. The five (5) year average shall then be determined by adding the results of the five (5) individual calendar year's averages and dividing by five (5).

3. Equivalent Dwelling Unit Formula: The equivalent dwelling units for each non-residential building shall be determined by using the following formula:

Category parameter multiplied by the planned annual expected usage divided by the average daily water use for residential users equals the equivalent dwelling units.

For the purpose of determining fees, calculated EDUs shall be rounded to the nearest whole EDU.

For example, for a new one hundred thousand (100,000) square foot office building, the formula would be as follows assuming three hundred (300) gallons per day is the average daily water usage for a single-family dwelling unit:

$$100,000 \text{ square feet} \times 0.093 / 300 = 31 \text{ EDUs (Ord. 89-1116-83)}$$

4. In the case where a proposed use is not shown in “The Commercial and Industrial Categories and Usage Coefficient Values for the Library of Water Usage Parameters, tables All.2 through All.6”, the Village Manager may, at his or her sole discretion, authorize the use of other empirical data to determine the usage parameter. Such data may consist of engineering studies completed by an **licensed** Illinois Professional Engineer, data from similar facilities, or other data as determined to be acceptable. **The Village may also rely on the data for substantially similar uses which share a common North American Industry Classification System code.**

The Village reserves the right to adjust the parameters within two and one-half **(2.5)** full years of occupancy of any nonresidential building so that the computed equivalent dwelling units equals the actual equivalent dwelling units as determined from actual water usage. The connection charges may then be adjusted based upon the revised computed equivalent dwelling units and the connection charge as set forth in the **Lincolnshire Village** Code at the time the original connection charges were computed (Ord. 00-1730-38, eff. 8/14/00).

- F. Time of Payment: Water and sewer connection charges shall be due and payable at time of building permit **issuance** for any building. If the category or

parameter of any nonresidential building shall change, at any time, the number of equivalent dwelling units shall be recalculated. If said new category increases the number of EDUs, the difference between the original connection charges paid and the new charges owed will be charged to the new user. (Ord. 92-1245-23). **The Village bears no obligation to reimburse a new user if the new category decreases the number of EDUs from the previous or original use.**

~~G. Actual Water Usage: At the end of one and one-half (1-½) years (18 months) but prior to the end of two and one-half (2-½) full years (30 months) of occupancy of any nonresidential building, the owner of said building may apply to the Village for an adjustment of Village water and sewer connection charges paid at time of building permit based upon actual water usage of said building for months thirteen (13) through twenty four (24). Occupancy shall be defined as the point in time when occupancy permits have been issued for a minimum of ninety percent (90%) of all habitable space in said building. The owner shall apply on a form provided by the Village. If the amount of water actually used for said time period is less than the amount of expected water usage based upon the EDU formula, an adjustment in the amount of the connection charges paid will be made. If said application is made when said building is between ninety percent (90%) and one hundred percent (100%) occupied, the Village will extrapolate the actual water usage data supplied by the applicant to determine a one hundred percent (100%) actual water usage figure. For example, if an office building is ninety two percent (92%) occupied at the time of application, the Village will utilize the actual usage data provided by the applicant and add eight percent (8%) to the actual water usage data for the square feet not presently occupied in order to estimate a water usage figure for one hundred percent (100%) occupancy.~~

~~No adjustment to the sanitary sewer connection charges collected by the Village for payment to the County of Lake will be made, except to the extent that the County may also issue such a refund.~~

~~No interest will be paid on any refunds issued by the Village. (Ord. 00-1730-38, eff. 8/14/00)~~

GH. The following information has been taken from the “Commercial and Industrial Categories and Usage Coefficient Values for the Library of Water Usage Parameters” and shall be used in calculating connection fees:

Commercial Categories and Usage Coefficient Values for the Library of Water Usage Parameters

Date Identification Name	Commercial Category	Parameters	Coefficients (gallons/day/unit of parameter)
			Expected Usage Coefficients
			Mean Annual
BARB	Barber Shops	Barber Chairs	54.6
BEUT	Beauty Shops	Station	269.0
DPOT	Bus-Rail Depots	Sq. Ft.	3.33
CARW	Car Washes	Inside Sq. Ft.	4.78
CHUR	Churches	Member	0.138
CLUB	Golf-Swim Clubs	Member	22.2
BOWL	Bowling Alleys	Alley	133
COLG	Colleges Resid.	Student	106
HOSP	Hospitals	Bed	346
HOTL	Hotels	Sq. Ft.	0.256
LNDM	Laundromats	Sq. Ft.	2.17
LNDY	Laundry	Sq. Ft.	0.253
MEDL	Medical Offices	Sq. Ft.	0.618
MOTL	Motels	Sq. Ft.	0.224
MOVI	Drive-In Movies	Car Stall	5.3
NURS	Nursing Homes	Sq. Ft.	133.0
OFFN	New Office Bldg.	Sq. Ft.	0.093
OFFO	Old Office Bldg.	Sq. Ft.	0.142
JAIL	Jail and Prison	Person	133.0
SALE	Retail Space	Sale Sq. Ft.	0.106
SKLL	School, Elem.	Student	3.83

Commercial Categories and Usage Coefficient Values for the Library of Water Usage Parameters			
Date Identification Name	Commercial Category	Parameters	Coefficients (gallons/day/unit of parameter)
			Expected Usage Coefficients
			Mean Annual
SKLH	School, High	Student	8.02
YMCA	YMCA-YWCA	Person	33.3
GASS	Service Station	Inside Sq. Ft.	0.251
THTR	Theaters	Seat	3.33
	Warehouses	Sq. Ft.	0.025

Source: "A System of Computerized Models for Calculating and Evaluating Municipal Water Requirements and Forecasting Municipal Water Requirements"

AIII.4
Industrial Categories and Usage Coefficient Values
for the Library of Water Usage Parameters

<u>S.I.C. Number</u>	<u>Industrial Category</u>	<u>Mean Annual Usage Coefficients* (gal/day/employee)</u>
201	Meat products	903.890
202	Dairies	791.350
203	Can, frozen food	784.739
204	Grain mills	488.249
205	Bakery Products	220.608
206	Sugar	1433.611
207	Candy	244.306
208	Beverages	1144.868
209	Miscellaneous foods	1077.360
211	Cigarettes	193.613
221	Weaving, cotton	171.434
222	Weaving, synthetics	344.259
223	Weaving, wool	464.439
225	Knitting mills	273.439
226	Textile finish	810.741
227	Floor covering	297.392
228	Yarn-thread mill	63.558
229	Miscellaneous textile	346.976
230	Whl. apparel industry	20.000
242	Saw-planning mill	223.822
243	Millwork	316.420
244	Wood containers	238.000
249	Miscellaneous wood	144.745
251	Home furniture	122.178
259	Furniture fixture	122.178
261	Pulp mills	13494.110
262	Paper mills	2433.856
263	Paperboard mills	2464.478
264	Paper products	435.790
265	Paperboard boxes	154.804
266	Building paper mills	583.355
270	Whl. print industry	15.000
281	Basic chemicals	2744.401
282	Fibers, plastics	864.892

<u>S.I.C. Number</u>	<u>Industrial Category</u>	<u>Mean Annual Usage Coefficients* (gal/day/employee)</u>
283	Drugs	457.356
284	Soap-toilet goods	672.043
285	Paint allied product	845.725
286	Gumwood chemical	332.895
287	Agriculture chem.	449.836
289	Miscellaneous chemicals	984.415
291	Petroleum refining	3141.100
295	Paving-roofing	829.592
301	Tires and tubes	375.211
302	Rubber footwear	82.592
303	Reclaimed rubber	1031.523
306	Rubber products	371.956
307	Plastic products	527.784
311	Leather tanning	899.500
321	Flat glass	590.140
322	Press-blown glass	340.753
323	Prod. purch. glass	872.246
324	Cement, hydraulic	279.469
325	Structural clay	698.197
326	Pottery products	326.975
327	Cement-plaster	353.787
328	Cut stone prod.	534.789
329	Nonmetallic mineral	439.561
331	Steel rolling	494.356
332	Iron-steel found.	411.052
333	Prime nonferrous	716.626
334	Sec. nonferrous	1016.596
335	Nonferrous rollg.	675.475
336	Nonferrous found.	969.586
339	Prime metal ind.	498.331
341	Metal cans	162.547
342	Cutlery, hardware	459.300
343	Plumbing, heating	411.576
344	Structure, metal	319.875
345	Screw machine	433.193
346	Metal stamping	463.209
347	Metal service	1806.611
348	Fabricated wire	343.367

<u>S.I.C.</u> <u>Number</u>	<u>Industrial Category</u>	<u>Mean Annual Usage</u> <u>Coefficients*</u> <u>(gal/day/employee)</u>
349	Fabricated metal	271.186
351	Engines, turbines	197.418
352	Farm machinery	320.704
353	Construction equipment	218.365
354	Metalwork, machinery	196.255
355	Special industry machinery	290.494
356	General ind. machinery	246.689
357	Office machines	138.025
358	Service ind. machine	334.203
359	Miscellaneous machine	238.839
361	Elect. distr. product	272.001
362	Elec. ind. appart.	336.016
363	Home appliances	411.914
364	Light-wiring fixtures	369.592
365	Radio TV receiving	235.763
366	Communication equipment	86.270
367	Electronic comp.	203.289
369	Electric product	393.272
371	Motor vehicles	318.233
372	Aircraft and parts	154.769
373	Ship and boat building	166.074
374	Railroad equipment	238.798
375	Motorcycle, bike	414.859
381	Scientific instruments	181.007
382	Mechanical measure	237.021
384	Medical instrument	506.325
386	Photo equipment	120.253
387	Watches, clocks	164.815
391	Jewelry, silver	306.491
394	Toys, sport goods	213.907
396	Costume jewelry	423.124
398	Miscellaneous manufacturing	258.270
399	Miscellaneous manufacturing	258.270

5-3-4-1: CONNECTION CHARGES OUTSIDE CORPORATE LIMITS: The charge for connection to either the Village's water or the sanitary sewer system for property outside of the corporate limits shall be an amount equal to one hundred seventy five percent (175%) of the charge or fee paid for a connection of like nature within the corporate limits; provided, however, public schools, public libraries, forest preserve districts and other public, governmental

agencies serving the Village shall be required to pay only that amount which would be charged to a public school or similar public body for a similar connection within the corporate limits of the Village.

Anyone desiring to connect either to the Village's water or to the sanitary sewer system outside the corporate limits shall file an application on a form provided by the Village. If the owner of record of said territory is a land trust, the applicant will comply with the Land Trust Disclosure Ordinance of the Village by filing concurrently with the application an appropriate land trust disclosure statement. No such application shall be accepted for filing unless accompanied by a filing fee as established in the Comprehensive Fee Schedule set forth in Chapter 15 of Title 1 of this Code. The Village will then review the application and all matters contained therein to determine the sufficiency and accuracy thereof, and if in proper form and containing all required information the Village will then cause to be prepared a contract providing for said sewer and water connection and the supplying of water and sewer service to said real estate. Said contract must then be approved by the Board of Trustees, by ordinance or resolution authorizing the execution of said contract. Such approval shall be at the discretion of the Board of Trustees based upon the best interests of the Village at the time of said application. (Ord. 89-1116-83)

In order for the Village to collect a fair and reasonable charge for connection to the water and sanitary sewer systems of this Village, the parcels as set forth in Exhibit "A" shall pay to the Village, prior to connecting to the systems of the Village, the sums as set forth in Exhibit "B" for each such parcel. Such sums shall be in addition to, and not as a credit against, all other connection or hook-on fees as may be imposed by other rule, regulation, resolution or ordinance of this Village, or shown by its fee schedule, the connection fee hereby imposed being directly related to the costs to the Village of constructing, expanding, and extending the existing systems to accommodate the parcels as set forth in Exhibit "A". (amd. Ord. 94-1369-53 12/12/94)

The allocation of connection fees as set forth in Exhibit "B" is based upon actually incurred as well as estimated future costs to the Village of constructing, expanding, and extending the water and sewer systems as determined as of the date of this ordinance. In the event costs as actually incurred by the Village vary from those estimated, the Village reserves the right, for any parcel for which payment in full of connection fees has not been received, to modify, alter or amend the allocation of connection fees to such parcel to reflect the actual costs to the Village of constructing, expanding, and extending the waterworks and sewerage systems. The Village further reserves the right to increase such connection fees to reflect any financing and interest costs or other changes which the Village reasonably determines are to be allocated to the construction, expansion, and extension of said water and sewer systems.(amd. Ord. 94-1369-53 12/12/94)

The allocation of connection fees (Exhibit "B") is further based upon the presently existing or anticipated future zoning of such parcels and the anticipated water and sewer requirements related thereto. In the event any such parcel is zoned differently than anticipated at the time of request for connection to the Village water or sanitary sewer system, the Village reserves the right to alter or amend the connection fees for such parcel in order to reflect such change in zoning and water or sewer requirements. (amd. Ord. 94-1369-53 12/12/94)

This ordinance shall further serve as notice to affected property owners of the additional connection fees associated with connection of their parcels to the Village water and sewer systems. Affected property owners must contact the Village in order to determine the adjustment, if any, to the connection fee figures as set for the herein which will be applicable to any specific parcel, and arising out of changes in costs, allocation of interest or other charges, changes in zoning, or other similar costs related to the construction, expansion and extension of the systems.(amd. Ord. 94-1369-53 12/12/94)

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~~ADD~~ EXHIBIT A
~~INDIAN CREEK~~ RECAPTURE MAP

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EXHIBIT B

INDIAN CREEK RECAPTURE CALCULATION

Indian Creek Watermain Loop
Actual Cost of Watermain Construction \$262,603.04

Total lineal footage of project 6,064 lft

Portion attributed to School District 125 property:

1,801 lft \$78,995.00

Remaining portion attributable to properties abutting the Indian Creek Road Watermain Loop:

4,263 lft \$183,608.04*

*This amount will be divided among the remaining 33 single family residence properties

Cost per equivalent dwelling unit shall be \$5,563.88.

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