



# VILLAGE OF LINCOLNSHIRE

## **AGENDA COMMITTEE OF THE WHOLE Village Hall – Board Room Monday, July 13, 2020 Following Regular Village Board**

*This meeting will be conducted by audio or video conference without a quorum of the public body physically present because of a disaster declaration related to COVID-19 public health concerns affecting the Village of Lincolnshire. The Mayor determined that an in-person meeting at the Village Hall with all participants is not practical or prudent because of the disaster.*

### **PUBLIC REMOTE PARTICIPATION OPTIONS**

#### **• View/Listen**

- Watch live on Cable Channel 10 or <https://global.gotomeeting.com/join/988039541>.
- Listen live via phone 646-749-3112 (access code 988-039-541).
- Meetings posted to [www.lincolnshireil.gov/government/about/agendas-minutes-packets-video](http://www.lincolnshireil.gov/government/about/agendas-minutes-packets-video) the day after meeting.

#### **• Public Comment**

- Call 847-913-2312 to leave a voicemail message with your comment by 5:00 p.m. on Monday, July 13, 2020. For members of the public leaving voicemails, the voicemails must be:
  - Articulate and audibly comprehensible.
  - Inclusive of the commenter's name, organization/agency being represented, address (street, city, state), phone number, and the topic or agenda item number the commenter is addressing.
  - No more than two minutes in length.
  - Free of any abusive or obscene language.
- Email your comment to [VOLPublicComment@lincolnshireil.gov](mailto:VOLPublicComment@lincolnshireil.gov) by 5:00 p.m. on Monday, July 13, 2020. You may also submit a letter by dropping it off in the Village Hall vestibule or mailing it via the United States Postal Service. For members of the public submitting comment via email or letter, the written notice must be:
  - Typed or written legibly.
  - Inclusive of the commenter's name, organization/agency being represented, address (street, city, state), phone number, and the topic or agenda item number the commenter is addressing.
  - No more than 200 words in length.
  - Free of any abusive or obscene language.
- Comments received before the meeting will be read concurrent with respective agenda item. Comments may be sent to the [VOLPublicComment@lincolnshireil.gov](mailto:VOLPublicComment@lincolnshireil.gov) email address during the meeting, but it is not guaranteed they will be read until the end of the meeting.

## **CALL TO ORDER**

### **1.0 ROLL CALL**

### **2.0 ITEMS OF GENERAL BUSINESS**

#### **2.1 Planning, Zoning and Land Use**

- 2.11 Preliminary Evaluation of a Major Amendment to the Lincolnshire Commons Center Planned Unit Development - Area of Special Sign Control for 940 Milwaukee Avenue Building (940 Milwaukee Avenue – Lincolnshire Propco, LLC)
- 2.12 Continued Preliminary Evaluation of a Text Amendment to Title 6 (Zoning), Chapter 11 (Off-Street Parking & Loading) of the Lincolnshire Village Code to Permit and Regulate Electric Vehicle Charging Stations as an Accessory Use to Parking Facilities in all Zoning Districts (Village of Lincolnshire)
- 2.13 Consideration of 2020 Food Truck Friday, Heroes Night, and Pop-Up Art Market Events (Village of Lincolnshire / Amdur Productions)
- 2.14 Consideration of Recommendation Regarding Planning and Escrow Fees in title 1 (Administration), Chapter 15 (Comprehensive Fee Schedule) of the Lincolnshire Village Code for Various Administration, Zoning, Sign Control, and Subdivisions & Lane Development Fees; and Chapter 8 (Village Finances) Regarding Reimbursement of Village Expenses (Village of Lincolnshire)

#### **2.2 Finance and Administration**

#### **2.3 Public Works**

- 2.31 Consideration of Approval of a Contract with H. Linden & Sons Sewer and Water of Plano, IL at a Cost not to Exceed \$127,278.00 for the Lincolnshire Drive Stand Pipe and Outflow Drainage Improvements (Village of Lincolnshire)
- 2.32 Consideration of a Joint Purchasing Agreement with Al Warren Oil Company, Inc., Hammond, Indiana for the Purchase of Gasoline and Diesel Fuel (Village of Lincolnshire)
- 2.33 Consideration of Approval of a Contract with G. Fischer Commercial Construction at a Cost not to Exceed \$159,000.00 for Brick Repairs at Village Hall (Village of Lincolnshire)
- 2.34 Consideration of Approval of a Supplement to an Existing Professional Service Agreement with Kluber Architects & Engineers in the Amount of \$5,950 for Tuckpointing Design, Bidding, and Construction Administration Service (Village of Lincolnshire)
- 2.35 Consideration of a Professional Service Contract with Strand Engineering for Design and Bid Specification Preparation of Tank Mixers and Air Ventilation System at a Cost not to Exceed \$24,950.00 (Village of Lincolnshire)

2.36 Consideration of a Professional Service Contract with HR Green for the Development of an Emergency Response Plan and Completion of a Risk Resilience Assessment at a Cost not to Exceed \$38,220.00 (Village of Lincolnshire)

2.4 Public Safety

2.41 Consideration of an Ordinance Amending Section 3-3-2-3 of Title 3 (Business & License Regulations), Chapter 3 (Liquor Control) of the Lincolnshire Village Code to Create one Class "B-1" Restaurant-Mixed Retail – Full Liquor License (Fat Rosie's Lincolnshire, LLC – Fat Rosie's Taco and Tequila Bar – 940 Milwaukee Avenue)

2.42 Consideration of Proposed Amendments to the Village Code for Weight and Size Vehicle Limitations Allowed Upon Village Roadways Along with Comprehensive Fees for Permitting and Comprehensive Fine Sections for Violations of the Village Code (Village of Lincolnshire)

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**

*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.*



**ITEM SUMMARY**

<b>Reviewing Body / Meeting Date:</b>	Committee of the Whole – July 13, 2020
<b>Subject:</b>	Lincolnshire Commons Subdivision Signage
<b>Action Requested (Address – Petitioner):</b>	Preliminary Evaluation of a Major Amendment to the Lincolnshire Commons Center Planned Unit Development - Area of Special Sign Control for 940 Milwaukee Avenue Building (940 Milwaukee Avenue - Lincolnshire Propco, LLC)
<b>Prepared By:</b>	Tonya Zozulya - Planning & Development Manager
<b>Staff Recommendation:</b>	Referral to the Architectural Review Board
<b>Meeting History:</b>	N/A
<b>Tentative Meeting Schedule:</b>	Architectural Review Board – July 21, 2020 Regular Village Board – August 10, 2020
<b>Reports/Documents Attached:</b>	1) Location map 2) Cover letter and presentation packet, submitted by Meltzer, Purtill & Stelle LLC on behalf of the petitioner, dated July 6, 2020 3) Current Lincolnshire Commons Tenant Signage Criteria

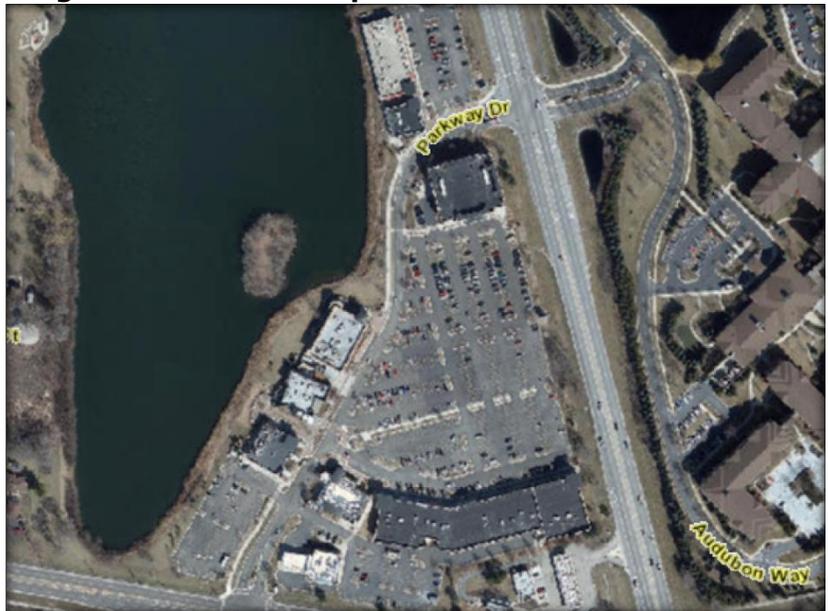
**Request Summary**

Lincolnshire Propco, LLC (the “petitioner”) seeks a major amendment to the Lincolnshire Commons Planned Unit Development (“PUD”) to revise the Area of Special Sign Control for the wall signage 940 Milwaukee Avenue building. The 7,825-square-foot building is being remodeled for Fat Rosie’s Taco & Tequila Bar (“Fat Rosie’s”). The petitioner indicates they plan to request a waiver of first reading at the final stage of the approval process to enable Fat Rosie’s to manufacture and install wall signage shortly after they open for business in August.

In 2005, the Village Board designated the 129,000-square-foot mixed use shopping center as a PUD and an Area of Special Sign Control by Ordinance #05-1954-18 (see attached Document 3). In 2016, the owner petitioned the Village to amend the Area of Special Sign Control, which governs wall and ground signs in the Center, to replace three generic ground signs that did not identify tenants with three multi-tenant ground signs with tenant identification panels along Milwaukee Avenue and Aptakisic Road by Ordinance #16-3399-126.

On June 16, 2020, Fat Rosie’s received unanimous ARB approval for a minor PUD amendment to proceed with exterior elevation remodeling.

**Figure 1: Location Map**





**Project Description**

The petitioner proposes to amend the Lincolnshire Commons Area of Special Sign Control for the 940 Milwaukee Avenue building for Fat Rosie's Taco & Tequila Bar and any future building tenants based on Fat Rosie's proposed sign specifications (see attached Document 2). The proposed amendments pertain to the total number of signs on a single building façade (from 1 to 2), as well as sign area, letter height, logo height and width.

The request is driven by Fat Rosie's desire to install two internally lit wall signs on the east building façade: one sign over the main entrance, and one on the northern end of the east façade (the same location as the previously-permitted Kona Grill signs). The entrance sign consists of Fat Rosie's donkey logo with "Fat Rosie's Taco & Tequila Bar" lettering underneath. The other sign consists of lettering only. The petitioner verified "Taco & Tequila Bar" is part of Fat Rosie's registered name which gives them the ability to use it on the sign (i.e., it is not considered product advertisement per Village Code Section 12-8-1-H-2).

The signs are consistent with the restaurant's established brand in their Naperville, Frankfort, and Schaumburg locations, as well as the building scale and visibility considerations. Depending upon the vantage point along the Milwaukee Avenue frontage, the distance between the building and Milwaukee Avenue ranges between 580' and 1,000', separated by a large parking lot and mature trees. The petitioner included an exhibit showing adjacent wall signs of comparable dimensions and a mock-up of Fat Rosie's signs if designed per the current requirements. The renderings indicate the signs are small, out of scale with the building (especially the northernmost one), and difficult to see from Milwaukee Avenue.

Tables 1 below provides a comparison of existing and proposed wall sign regulations for Lincolnshire Commons. Table 2 provides sign regulations per Village Code and the Village Green Center as a reference (Village Green was chosen because its Area of Special Sign Control has been also amended to provide tenants with larger and more visible wall sign opportunities). The petitioner is evaluating all signage within the Center and intends to present appropriate revisions to the Village Board in the near future. Staff supports the proposed amendments for the 940 Milwaukee Avenue building wall signage.



**Table 1: Existing & Proposed Lincolnshire Commons Wall Sign Regulations**

Existing					Proposed			
<i>Building Type</i>	<i>Sign Area (sq. ft.)</i>	<i>Letter Height*</i>	<i>Sign Length</i>	<i>Logo Height</i>	<i>Sign Area (sq. ft.)</i>	<i>Letter Height*</i>	<i>Sign Length</i>	<i>Logo Height and Width</i>
940 Milwaukee and Other Free-Standing Restaurant Buildings	100	24" (1 row) 14" per row (multiple rows)	24'	24"	Primary Sign (Entrance): 86.66  Secondary Sign (Northeast Corner): 117.95  Total sign area: 10% of east façade, or 252 sq. ft.	Primary Sign: 24" (1 row) 22.25" (multiple rows), up to 34.125"  Secondary Sign: 48.5" (per row), up to 74.5"	24' (no change)	Primary Sign: 83.25" - height 81.25" - wide  Secondary Sign: 24"
Other Free-standing restaurant buildings	100	24" (1 row) 14" per row (multiple rows)	24'	24"	No change	No change	No change	No change
Tenants Under 10,000 SF	35	18" (1 row) 12" per row (multiple rows)	16'	18"	No change	No change	No change	No change
Tenants Over 10,000 SF	96	48" (1 row) 30" per row (multiple rows)	24'	48" or 20 sq. ft.	No change	No change	No change	No change

\*Note: Additional letter height is provided for certain ascending and descending letters.

**Table 2: Sign Code (Commercial Sign District) & Village Green Shopping Center Wall Sign Regulations**

<i>Regulation</i>	<i>Sign Area</i>	<i>Letter Height</i>	<i>Sign Length</i>	<i>Logo Height</i>	<i>Sign Face Height (letters + logos)</i>
Sign Code	10% of wall area	24"	18'	30"	36"
Village Green Center 100 Village Green 300 Village Green	Unspecified (defaults to Code)	24"	60% of frontage length if frontage is 25'+  75% of frontage length if frontage is 25' or less	Unspecified (defaults to Code)	Unspecified (defaults to Code)
Village Green Center 200 Village Green 185 Milwaukee Ave	Unspecified (defaults to Code)	24"	Greater of 15' or 60% of frontage	Unspecified (defaults to Code)	Unspecified (defaults to Code)



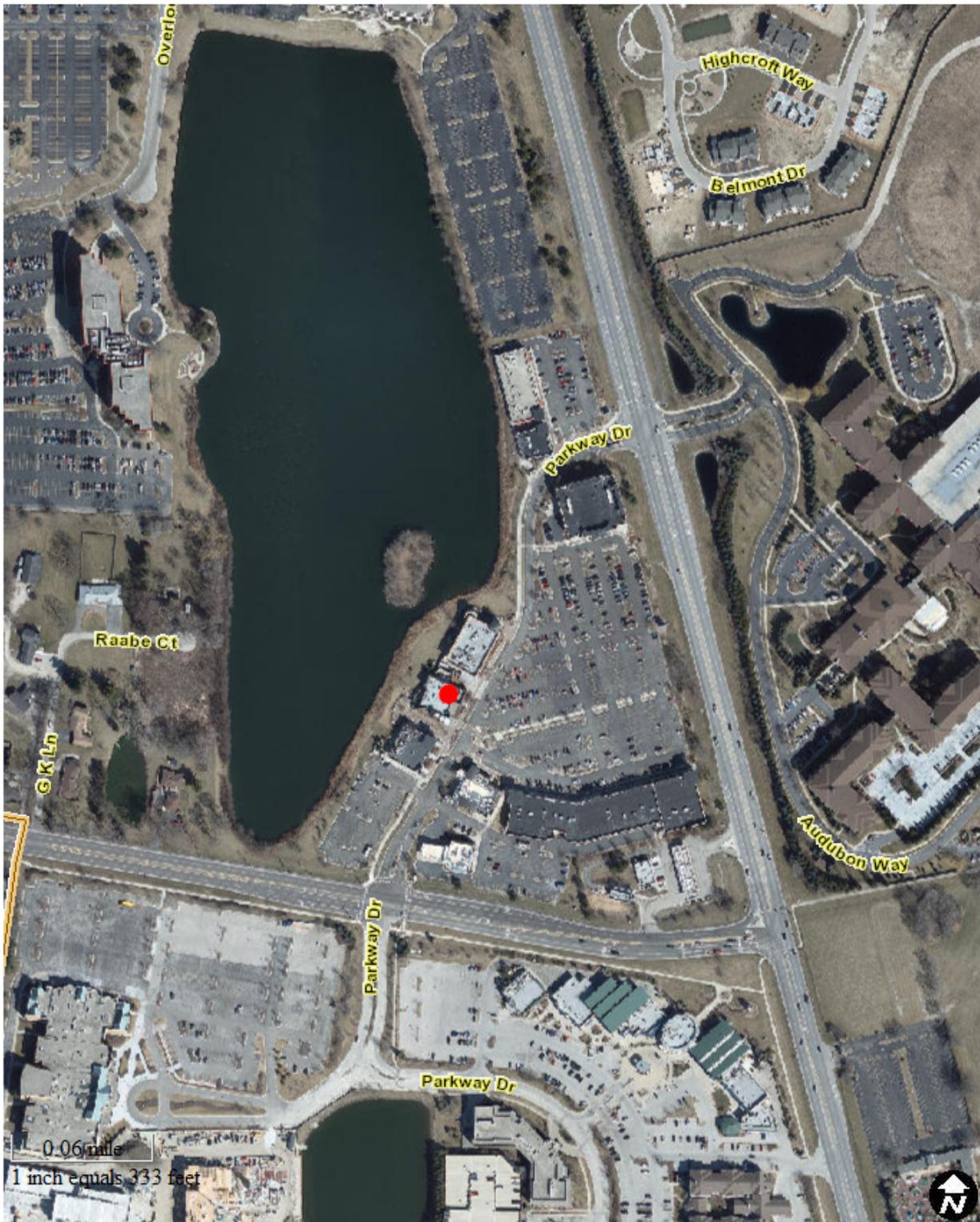
**Approval Process**

1. Architectural Review Board review and recommendation regarding the request to amend the Lincolnshire Commons Area of Special Sign Control for the 940 Milwaukee Avenue building.
2. A Public Hearing and potential approval at the Regular Village Board meeting regarding a major amendment to the Lincolnshire Commons PUD with a waiver of first reading.

**Staff Recommendation / Next Steps**

Staff recommends referral of the request to amend the Lincolnshire Commons Area of Special Sign Control regarding 940 Milwaukee Avenue building wall signs to the Architectural Review Board for design review and recommendation.

# 940 Milwaukee Avenue Building



Map created on June 1, 2020.  
© 2020 [GIS Consortium](#) and [MGP Inc](#). All Rights Reserved.  
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.

MELTZER, PURTILL & STELLE LLC



ATTORNEYS AT LAW

1515 E. WOODFIELD ROAD  
SECOND FLOOR  
SCHAUMBURG, IL 60173-5431  
PHONE (847) 330-2400  
FAX (847) 330-1231

300 S. WACKER DRIVE  
SUITE 3500  
CHICAGO, IL 60606-6704  
PHONE (312) 987-9900  
FAX (312) 987-9854

File Number: 34392-001  
Direct Dial: (312) 461-4302  
E-mail: sbauer@mpslaw.com

**VIA E-MAIL**

July 6, 2020

Mayor Elizabeth Brandt and  
Members of the Village Board of Trustees  
Village of Lincolnshire  
One Olde Half Day Road  
Lincolnshire, IL 60069

***Re: Major Amendment to Lincolnshire Commons PUD  
Signage Plan Modification/940 Milwaukee Avenue/Fat Rosie's Taco & Tequila Bar***

Dear Mayor Brandt and Trustees:

On behalf of Lincolnshire Propco, LLC ("LPL"), as owner of the Lincolnshire Commons retail center ("Center"), for itself and Fat Rosie's Lincolnshire, LLC (d/b/a Fat Rosie's Taco and Tequila Bar Lincolnshire) ("Fat Rosie's"), as new tenant of the free-standing restaurant building located at 940 Milwaukee Avenue formerly occupied by Kona Grill ("940 Building"), we are pleased to present this request for a major planned unit development amendment for the purpose of establishing sign specifications for the installation of wall signage on the east façade of the 940 Building to allow signage that is both consistent with Fat Rosie's established brand at its three existing locations and sufficient to afford tastefully improved visibility of Fat Rosie's presence at the Center. In particular, LPL now seeks to modify the existing Lincolnshire Commons Signage Package approved under Ordinance 05-1954-18 and amended by Ordinance 16-3399-126 (collectively, "Center Signage Package") by establishing wall signage criteria that are specific to the 940 Building and limited in applicability only to that building for the purpose of accommodating Fat Rosie's time-sensitive request for Village approval of its signage package submitted herewith. In so doing, Fat Rosie's will be enabled to proceed to have such signage fabricated and installed on the east façade of the 940 Building in time for its anticipated grand opening this August.

Since acquisition of the Center by an entity indirectly related to LPL in September 2014, the management team led by representatives of Next Realty, L.L.C. and Next Property Management, Inc. has worked tirelessly to enhance both the Center's aesthetic appeal and vibrancy. Those aesthetic enhancements include expenditures of greater than \$400,000 for landscape and hardscape restoration and replacement of all three monument signs with dynamic, new monument signage that is vastly improved in quality, design and function. That management team's efforts to bring enhanced vibrancy to the Center include proactive and preemptive measures to allow repurposing of the former Barnes & Noble anchor

*Mayor Elizabeth Brandt and  
Members of the Village Board  
July 6, 2020  
Page 2*

building, which has been occupied by NorthShore University HealthSystem since January 2017 and creates strong synergy with the restaurant and retail uses at the Center by capturing opportunities for patient visits to NorthShore to result in patronage of other business at the Center.

In a similar vein, LPL and Fat Rosie's believe that Fat Rosie's establishment and operation in the 940 Building will bring new vibrancy to the Center through occupancy of that building for the first time in approximately 16 months with a restaurant that provides a cuisine and full-service experience unlike any other restaurant use at the Center. However, Fat Rosie's requires the ability to brand the 940 building with wall signage in a manner that is consistent with its three existing locations, architecturally compatible in size and scale with the façade improvements approved by the Architectural Review Board on June 16 and of adequate size to optimize the potential for visibility by motorists traveling along Milwaukee Avenue and Aptakisic Road. Motorist visibility is especially important to the financial stability of Fat Rosie's operation in the 940 Building as a result of the approximately 440-foot distance between the nearest portion of that building to the through lanes on Aptakisic Road and the approximately 580-foot distance between the nearest portion of that building's east façade to the Milwaukee Avenue through lanes, which is the farthest distance from Milwaukee Avenue of any of the free-standing restaurant buildings at the Center.<sup>1</sup> Needless to say, such distances significantly hinder the ability for Fat Rosie's presence to be seen by motorists passing by the Center. LPL, therefore, seeks to amend the planned unit development that governs the use, development and signage at the Center to now authorize signage on the east façade of the 940 Building other than as currently allowed by the Center Signage Package.

As previously stated, the proposed modification to the Center Signage Package is designed to pertain solely to the 940 Building primarily for the purpose of accommodating Fat Rosie's branding and signage needs on the east façade of that building for its anticipated grand opening this August. Although LPL now proposes to modify certain elements of the Center Signage Package regarding free-standing restaurant building wall signage for that purpose, it proposes to preserve various other elements of that package such as (i) wall signage limited to the east façade of the 940 Building, (ii) a maximum sign area of 10% of the total area of the east façade of the 940 Building, (iii) a maximum sign length of 24 feet and (iv) a maximum height of 32" for single-row wall signs. The most notable changes now proposed by LPL to the Center Signage Package in the interest of balancing the wall signage needs of Fat Rosie's with the spirit and intent of the Center Signage Package include (i) an increase from one to two in the number of wall signs that may be installed on the east façade of the 940 Building, (ii) an increase from a maximum letter height of 18" for multiple row wall signs over the entryway of the 940 Building to a maximum letter height of 22.25" not to exceed an overall sign face height of 34.125" for such signs, (iii) an increase from a maximum letter height of 18" for multiple row wall signs on the northern portion of 940 Building's east façade to a maximum letter height of 48.5" not to exceed an overall sign face height of 74.5" for such signs and (iv) an increase in maximum logo height from 24" to 83.25" to be allowed over the entryway of the 940 Building.

---

<sup>1</sup> Measurements are based on information provided by the Lake County Geographic Information System at <https://maps.lakecountyl.gov/mapsonline/>.

*Mayor Elizabeth Brandt and  
Members of the Village Board  
July 6, 2020  
Page 3*

Although LPL now seeks the foregoing modifications to the Center Signage Package primarily to accommodate Fat Rosie's time-sensitive wall sign fabrication and installation needs in the near-term, LPL is currently in the process of evaluating all signage at the Center for the purpose of presenting to the Village a comprehensive signage proposal for both wall signs and monument sign tenant panels to guide signage needs at the Center for the long-term. LPL intends for that proposal to be consistent with its current request for the 940 Building, but tailored to the specific characteristics of all buildings and uses at the Center with an overall objective of improving the ability of the Center's current and future tenants to visually communicate their presence to traveling motorists while maintaining proper scale, proportion and general aesthetic.

Included with this submittal is Fat Rosie's sign package, which depicts on pages 1 and 3 though 5 thereof the signage visibility challenges presented by the location of the 940 Building in relation to adjacent rights-of-way, the attractive design of that package in conjunction with the façade improvements recently approved by the Architectural Review Board on June 16, and the proposed modification to the Center Signage Package reflective of the aforementioned changes thereto. We believe those changes will provide both a functional and aesthetic enhancement to the 940 Building and the Center as a whole. Accordingly, and on behalf of LPL for the benefit of Fat Rosie's, we respectfully request referral of this matter to the July 21 meeting of the Architectural Review Board ("ARB") for its review and recommendation to the Village Board followed by a public hearing conducted at the August 10 Committee of the Whole meeting regarding a major amendment to the planned unit development plan for the Center concerning the Center Signage Package modification described above and included with this submittal.

In conjunction with our current request for referral to the ARB, and in anticipation of the Village review process that lies ahead, we respectfully request that the Village Board consider waiver of a first reading of any ordinance brought before it regarding the aforementioned major planned unit development amendment in the interest of enabling Fat Rosie's to have its signage for the 940 Building fabricated and installed in time for its anticipated grand opening this August.

We look forward to presenting this proposal to you in greater detail at the July 13 meeting of the Committee of the Whole, and we thank you in advance for your consideration of this matter.

Sincerely,

**MELTZER, PURTILL & STELLE LLC**



Steven C. Bauer

Attachments



OFFICE OF THE SECRETARY OF STATE

SPRINGFIELD, ILLINOIS 62756

7810857

JESSE WHITE  
SECRETARY OF STATE

**ASSUMED NAME(S) RENEWAL**

FAT ROSIE'S LINCOLNSHIRE, LLC

**FILED**

4-24-2020

JESSE WHITE  
SECRETARY OF STATE

IN ACCORDANCE WITH THE ILLINOIS LIMITED LIABILITY COMPANY ACT EFFECTIVE JANUARY 1, 1994, ASSUMED NAME(S) SHALL BE RENEWABLE FOR PERIODS OF FIVE YEARS EXPIRING IN YEARS EVENLY DIVISIBLE BY FIVE. THE FEE IS \$150.00 PER ASSUMED NAME FOR THE ENTIRE FIVE YEAR PERIOD, BEGINNING WITH THE FIRST DAY OF THE ANNIVERSARY MONTH.

LISTED BELOW, PLEASE FIND THE ASSUMED NAME(S) THAT YOU HAVE RENEWED.

\$150

FAT ROSIE'S TACO AND TEQUILA BAR LINCOLNSHIRE

DATE: 4-24-2020

NAME: HARRIS, SCOTT

TITLE: MANAGER

\_\_\_\_\_  
If applicant is a company or other entity, state name of company.



Office of the Secretary of State Jesse White  
**CYBERDRIVEILLINOIS.COM**

## Corporation/LLC Search/Certificate of Good Standing

### LLC File Detail Report

File Number	07810857
Entity Name	FAT ROSIE'S LINCOLNSHIRE, LLC
Status	ACTIVE

<b>Entity Information</b>
Principal Office 2200 E. DEVON SUITE 250 DES PLAINES, IL 600180000
Entity Type LLC
Type of LLC Domestic
Organization/Admission Date Tuesday, 14 May 2019
Jurisdiction IL
Duration PERPETUAL

<b>Agent Information</b>
Name

PETER FINOCCHIARO

Address

2049 W BRADLEY PL  
CHICAGO , IL 60618

Change Date

Tuesday, 14 May 2019

## Annual Report

For Year

2020

Filing Date

Friday, 24 April 2020

## Managers

Name

Address

HARRIS, SCOTT  
2200 E. DEVON SUITE 250  
DES PLAINES, IL 60018

## Assumed Name

ACTIVE

FAT ROSIE'S TACO AND TEQUILA BAR LINCOLNSHIRE

## Series Name

NOT AUTHORIZED TO ESTABLISH SERIES

[Return to Search](#)

[File Annual Report](#)

## EXHIBIT A TO RESPONSE TO STANDARDS OF REVIEW

### Proposed Amendment to Signage Criteria of Lincolnshire Commons Signage Package Dated March 15, 2005

As owner of the Lincolnshire Commons retail center located at 900-970 Milwaukee Avenue and 225 Aptakisic Road, Lincolnshire Propco, LLC seeks to amend Section 1.1 of the Lincolnshire Commons Signage Package, dated March 15, 2005 as approved under Ordinance 05-1954-18 and previously amended by Ordinance 16-3399-126 (collectively, “LC Sign Package”), by adding the specifications stated below as new provisions to be inserted immediately following the existing text on page 3 of the LC Sign Package for the purpose of establishing sign specifications for the installation of wall signage on the east façade of the free-standing restaurant building commonly known as 940 Milwaukee Avenue (“940 Building”) in accordance with the sign package, dated June 29, 2020, submitted herewith as presented by Fat Rosie’s Lincolnshire, LLC (d/b/a Fat Rosie’s Tax and Tequila Bar Lincolnshire) as new tenant of the 940 Building.

“Notwithstanding the foregoing or anything contained elsewhere in this signage package, as it has been or may hereafter be amended, wall signage at the building commonly known as 940 Milwaukee Avenue (“940 Building”) shall be permitted in accordance with the criteria set forth below (“940 Building Wall Signage Criteria”).<sup>1</sup>

- 1) A maximum of two wall signs shall be permitted on the east façade of the 940 Building. The collective area of such signs shall not exceed 10% of the total area of the east façade or 252 square feet.<sup>2</sup> The term “east façade” as used anywhere in these 940 Wall Signage Criteria and all references herein to that façade shall mean the entire eastwardly facing portion of the 940 Building as measured (a) vertically from the grade that forms the bottom of that façade to the highest points of the roof that form the top of that façade and (b) horizontally from the north side wall of the 940 Building to the south side wall of the 940 Building. **[The LC Sign Package currently allows “up to two wall signs” for individual tenants with “not more than one [wall sign] on each business façade....”]**
- 2) The total area of any wall sign installed over the primary point of entry and exit on the east façade of the 940 Building (“Primary Signage”) shall not exceed 86.66 square feet if installed in conjunction with other signage on that facade. **[The LC Sign Package currently allows “up to two wall signs” for individual tenants with “not more than one [wall sign] on each business façade” and “[t]he area of such sign shall not exceed 10% of the total area of [the] tenant façade to which it is attached.”]**
- 3) The total area of any wall sign installed between the masonry columns on the east façade of the 940 Building (“Secondary Signage”) shall not exceed 117.95 square feet if installed in conjunction with other signage on that facade. **[The LC Sign**

---

<sup>1</sup> Information shown in bold and brackets is not proposed as part of the new provisions for the 940 Building Wall Signage Criteria, but is instead provided merely for reference to assist in review and evaluation of those provisions by the Village.

<sup>2</sup> The total area of the east façade is 2,520.58 square feet.

**Package currently allows a wall sign area not exceed 10% of the total area of [the] tenant façade to which it is attached.”]**

- 4) The maximum letter size for Primary Signage consisting of a single row of sign copy shall be 24” in height with the ability to increase initial upper-case letters and certain ascending and descending lower-case letters (e.g., b, d, f, g, h, etc.) to 32” in height. The maximum letter size for Primary Signage consisting of multiple rows of sign copy shall be shall be 22.25” in height per row not to exceed an overall height of 34.125” for all rows combined. **[The LC Sign Package currently allows (i) letters in single-row signs to be a maximum of 24” in height with the ability to increase initial upper-case letters and certain ascending and descending lower-case letters to 32” and (ii) letters in multiple-row signs to be a maximum of 14” in height with the ability to increase initial upper-case letters and certain ascending and descending lower-case letters to 18” in height.]**
- 5) The maximum letter size for Secondary Signage consisting of a single row of sign copy shall be 48.5” in height with the ability to increase initial upper-case letters and certain ascending and descending lower-case letters as stated immediately above to 64.5” in height. The maximum letter size for Secondary Signage consisting of multiple rows of sign copy shall be 48.5” in height per row not to exceed an overall height of 74.5” for all rows combined. **[The LC Sign Package currently allows (i) letters in single-row signs to be a maximum of 24” in height with the ability to increase initial upper-case letters and certain ascending and descending lower-case letters to 32” and (ii) letters in multiple-row signs to be a maximum of 14” in height with the ability to increase initial upper-case letters and certain ascending and descending lower-case letters to 18” in height.]**
- 6) A company logo not to exceed a maximum height of 83.25” and a maximum width of 81.25” may be installed as an element of Primary Signage. The dimensions and total area of such logo shall not be limited by any other specifications of these 940 Building Wall Signage Criteria.<sup>3</sup> **[The LC Sign Package currently allows company logos to be a maximum of 24” in height.]**
- 7) Any wall sign specifications in this signage package applicable to free-standing restaurant buildings and not in conflict with these 940 Building Wall Signage Criteria shall apply equally to the 940 Building.”

---

<sup>3</sup> For example, the maximum letter size specifications identified in item 4 of these 940 Building Wall Signage Criteria shall not be interpreted to reduce the height of a company logo beyond the height limitation identified in item 6 of these 940 Building Wall Signage Criteria when Primary Wall Signage consists of a combination of a company logo and letters.



**940 Milwaukee Avenue  
Lincolnshire, IL 60069**

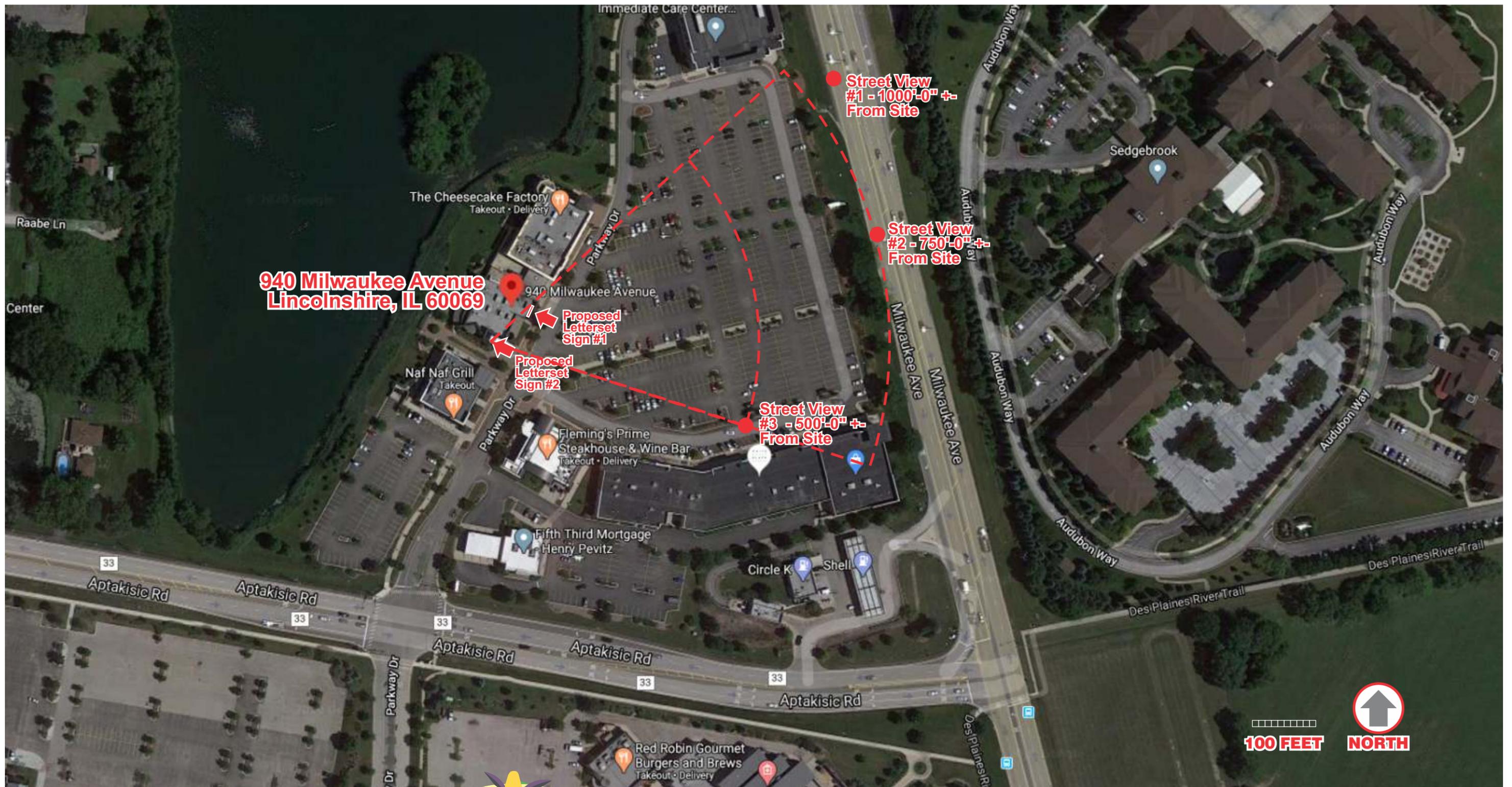
**OLYMPIK  
SIGNS**

1130 N. Garfield  
Lombard, IL 60148 Ph.# **630.424.6100** Fx.# 630.424.6120 **WWW.OLYSIGNS.COM**

Job#: 20-8241

THIS IS AN ORIGINAL, UNPUBLISHED DRAWING SUBMITTED IN CONNECTION WITH A PROJECT WE ARE PLANNING FOR YOU. THIS IS NOT TO BE COPIED, REPRODUCED, EXHIBITED OR SHOWN TO ANYONE OUTSIDE OF YOUR ORGANIZATION WITHOUT THE WRITTEN PERMISSION OF OLYMPIC SIGNS, INC. ARTWORK IS EXCLUSIVE PROPERTY OF OLYMPIC SIGN INC.

● 07-01-20



Site Plan -



940 Milwaukee Avenue  
Lincolnshire, IL 60069

**OLYMPIK**  
**SIGNS**

1130 N. Garfield  
Lombard, IL 60148 Ph.# 630.424.6100 Fx.# 630.424.6120 [WWW.OLYSIGNS.COM](http://WWW.OLYSIGNS.COM)

account representative / client  
R WHITEHEAD JR

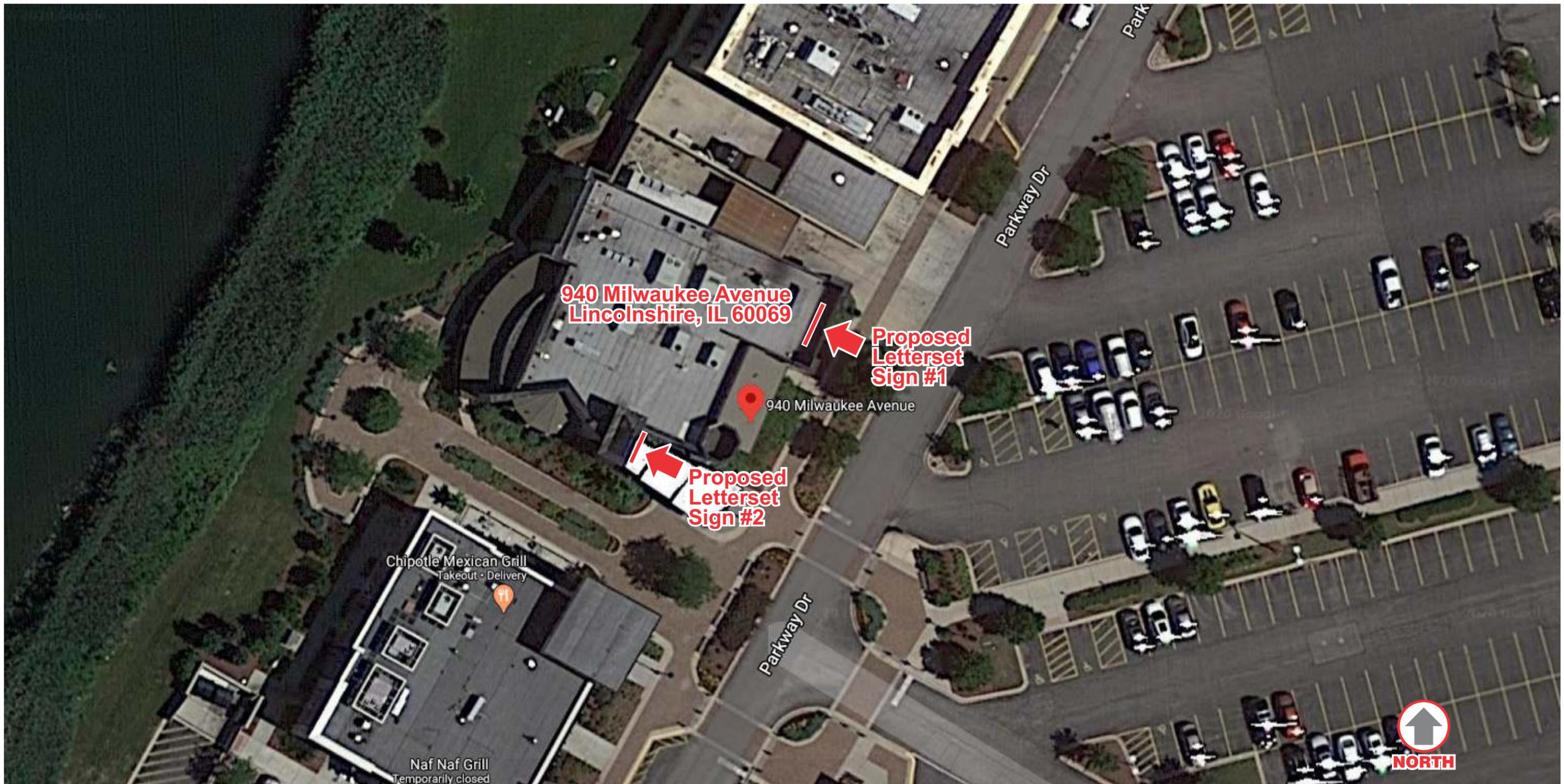
drawn by  
DAN S. / PAMELA F.

• Job#: 20-8241  
• 03-17-20  
• rev.# 07-01-20

Comments:

SITE PLAN

THIS IS AN ORIGINAL, UNPUBLISHED DRAWING SUBMITTED IN CONNECTION WITH A PROJECT WE ARE PLANNING FOR YOU. THIS IS NOT TO BE COPIED, REPRODUCED, EXHIBITED OR SHOWN TO ANYONE OUTSIDE OF YOUR ORGANIZATION WITHOUT THE WRITTEN PERMISSION OF OLYMPIC SIGNS, INC. ARTWORK IS EXCLUSIVE PROPERTY OF OLYMPIC SIGN INC.



Site Plan - Close Up of Site



940 Milwaukee Avenue  
Lincolnshire, IL 60069

**OLYMPIK**  
**SIGNS**

1130 N. Garfield  
Lombard, IL 60148

account representative  
R WHITEHEAD JR

client

Ph.# 630.424.6100 Fx.# 630.424.6120 [WWW.OLYSIGNS.COM](http://WWW.OLYSIGNS.COM)

drawn by  
DAN S. / PAMELA F.

- Job#: 20-8241
- 03-17-20
- rev.# 07-01-20

Comments:

SITE PLAN

THIS IS AN ORIGINAL, UNPUBLISHED DRAWING SUBMITTED IN CONNECTION WITH A PROJECT WE ARE PLANNING FOR YOU. THIS IS NOT TO BE COPIED, REPRODUCED, EXHIBITED OR SHOWN TO ANYONE OUTSIDE OF YOUR ORGANIZATION WITHOUT THE WRITTEN PERMISSION OF OLYMPIC SIGNS, INC. ARTWORK IS EXCLUSIVE PROPERTY OF OLYMPIC SIGN INC.



**Street View #1 - 1000'-0" +/- From Site**

**Street Views of Site -**



940 Milwaukee Avenue  
Lincolnshire, IL 60069

drawn by  
PAMELA F

- Job#: 20-8241
- 03-17-20
- rev.# 07-01-20

**Comments:**

**OLYMPIK  
SIGNS**

1130 N. Garfield  
Lombard, IL 60148 Ph.# **630.424.6100** Fx.# 630.424.6120 **WWW.OLYSIGNS.COM**

THIS IS AN ORIGINAL, UNPUBLISHED DRAWING SUBMITTED IN CONNECTION WITH A PROJECT WE ARE PLANNING FOR YOU. THIS IS NOT TO BE COPIED, REPRODUCED, EXHIBITED OR SHOWN TO ANYONE OUTSIDE OF YOUR ORGANIZATION WITHOUT THE WRITTEN PERMISSION OF OLYMPIC SIGNS, INC. ARTWORK IS EXCLUSIVE PROPERTY OF OLYMPIC SIGN INC.



**Street View #2 - 750'-0" +/- From Site**

**Street Views of Site -**



940 Milwaukee Avenue  
Lincolnshire, IL 60069

drawn by  
PAMELA F

- Job#: 20-8241
- 03-17-20
- rev.# 07-01-20

**Comments:**

**OLYMPIK  
SIGNS**

1130 N. Garfield  
Lombard, IL 60148 Ph.# **630.424.6100** Fx.# 630.424.6120 **WWW.OLYSIGNS.COM**

THIS IS AN ORIGINAL, UNPUBLISHED DRAWING SUBMITTED IN CONNECTION WITH A PROJECT WE ARE PLANNING FOR YOU. THIS IS NOT TO BE COPIED, REPRODUCED, EXHIBITED OR SHOWN TO ANYONE OUTSIDE OF YOUR ORGANIZATION WITHOUT THE WRITTEN PERMISSION OF OLYMPIC SIGNS, INC. ARTWORK IS EXCLUSIVE PROPERTY OF OLYMPIC SIGN INC.



**Street View #3 - 500'-0" +/- From Site**

**Street Views of Site -**



940 Milwaukee Avenue  
Lincolnshire, IL 60069

drawn by  
PAMELA F

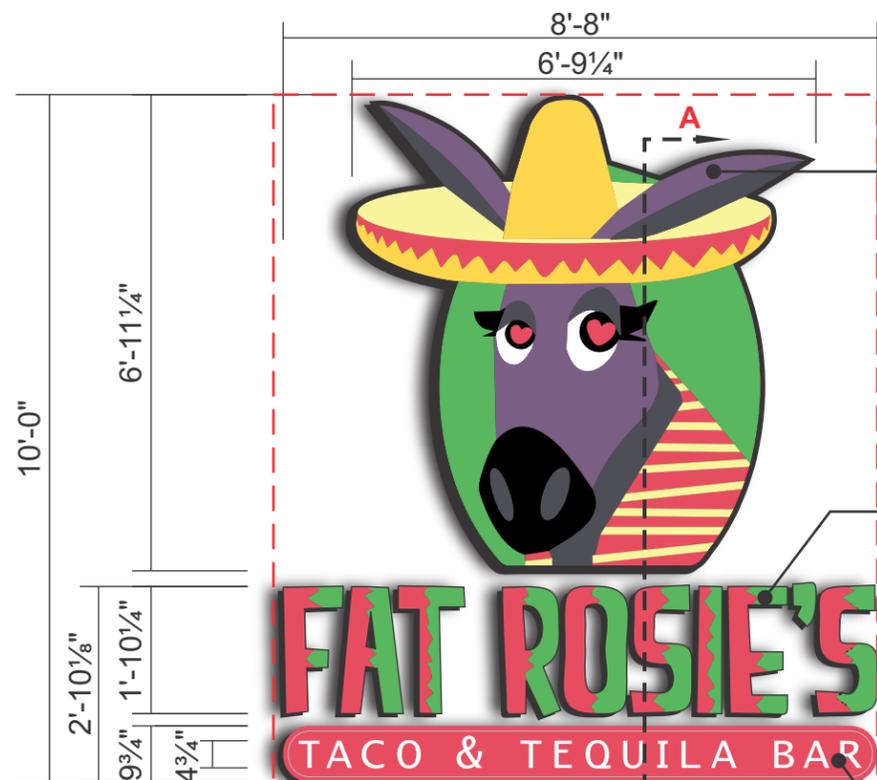
- Job#: 20-8241
- 03-17-20
- rev.# 07-01-20

**Comments:**

**OLYMPIK  
SIGNS**

1130 N. Garfield  
Lombard, IL 60148 Ph.# **630.424.6100** Fx.# 630.424.6120 **WWW.OLYSIGNS.COM**

THIS IS AN ORIGINAL, UNPUBLISHED DRAWING SUBMITTED IN CONNECTION WITH A PROJECT WE ARE PLANNING FOR YOU. THIS IS NOT TO BE COPIED, REPRODUCED, EXHIBITED OR SHOWN TO ANYONE OUTSIDE OF YOUR ORGANIZATION WITHOUT THE WRITTEN PERMISSION OF OLYMPIC SIGNS, INC. ARTWORK IS EXCLUSIVE PROPERTY OF OLYMPIC SIGN INC.



3"d Face-Lit Channel Logo,  
White polycarb faces w/ digital print,  
with Black Trim Caps and Returns

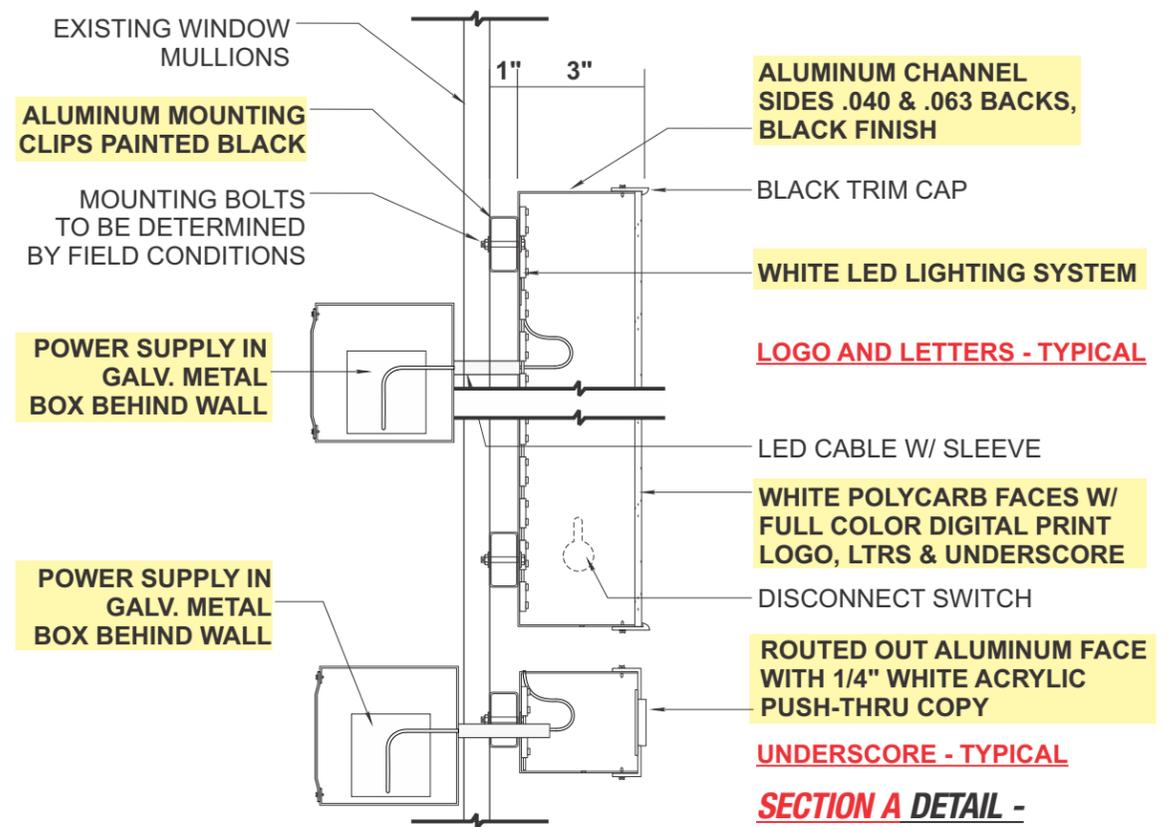
Sq. Ft. 86.66

3"d Face-Lit Channel Letters,  
White polycarb faces w/ digital print,  
with Black Trim Caps and Returns

**SIGN #2**

**FACE-LIT INDIVIDUAL CHANNEL LOGO & LETTERS  
W/ RAISED LTR CABINET 3/8" = 1'-0"**

**SQUARE FOOTAGE: 86.66**



ALUMINUM CHANNEL  
SIDES .040 & .063 BACKS,  
BLACK FINISH

ALUMINUM MOUNTING  
CLIPS PAINTED BLACK

MOUNTING BOLTS  
TO BE DETERMINED  
BY FIELD CONDITIONS

POWER SUPPLY IN  
GALV. METAL  
BOX BEHIND WALL

POWER SUPPLY IN  
GALV. METAL  
BOX BEHIND WALL

BLACK TRIM CAP

WHITE LED LIGHTING SYSTEM

LOGO AND LETTERS - TYPICAL

LED CABLE W/ SLEEVE

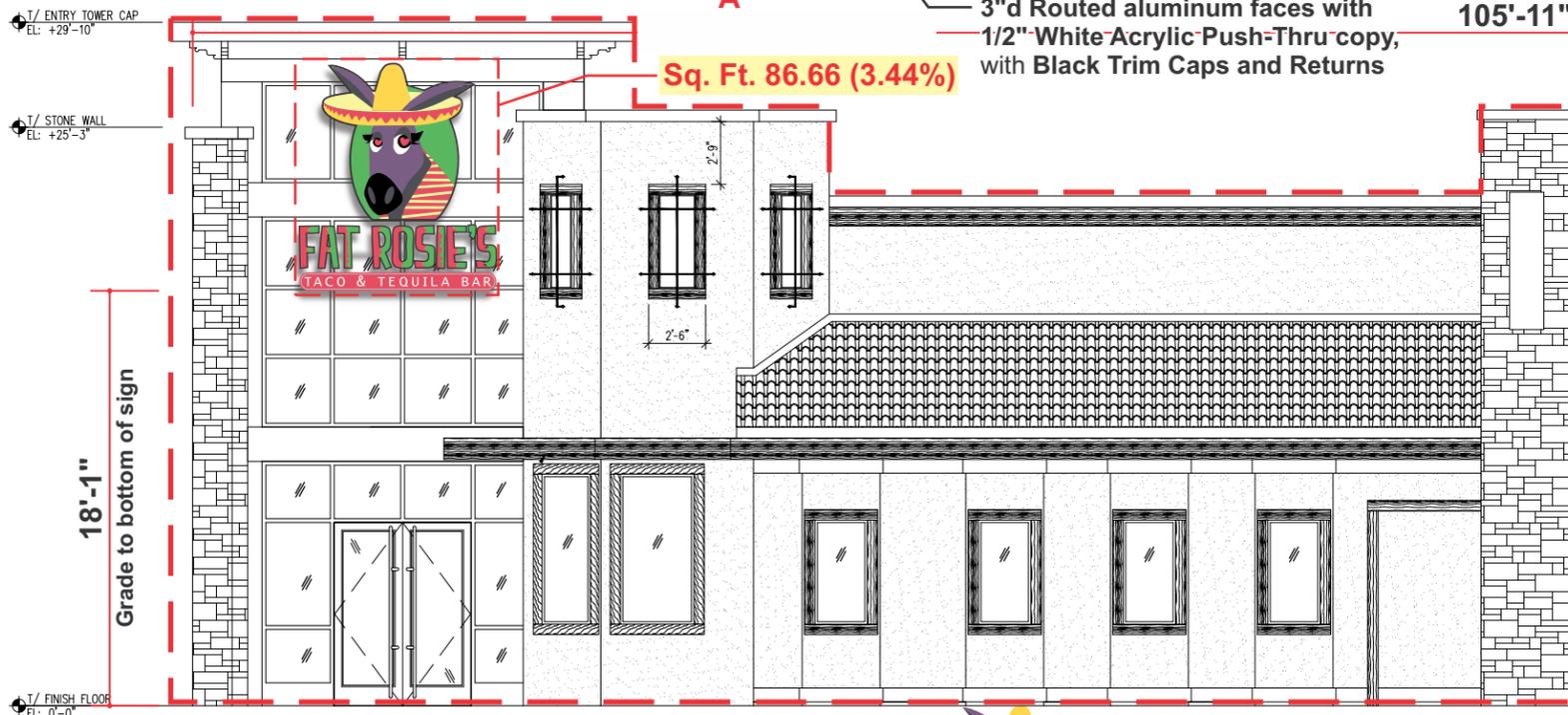
WHITE POLYCARB FACES W/  
FULL COLOR DIGITAL PRINT  
LOGO, LTRS & UNDERSCORE

DISCONNECT SWITCH

ROUTED OUT ALUMINUM FACE  
WITH 1/4" WHITE ACRYLIC  
PUSH-THRU COPY

UNDERSCORE - TYPICAL

**SECTION A DETAIL -**



3"d Routed aluminum faces with  
1/2" White Acrylic Push-Thru copy,  
with Black Trim Caps and Returns

Sq. Ft. 86.66 (3.44%)

Sq. Ft. 117.95 (4.68%)

**FAT ROSIE'S**  
TACO & TEQUILA BAR

- T/ PARAPET EL: +26'-0"
- T/ PARAPET EL: +24'-7"
- T/ FAUX BEAM EL: 21'-3"

- T/ SERVICE YARD WALL EL: +11'-0"
- T/ FAUX DOOR EL: 8'-0"
- T/ FINISH FLOOR EL: 0'-0"

**PROPOSED EAST BUILDING ELEVATION**

1/8" = 1'-0"



**EAST ELEVATION TOTAL AREA: 2520.58  
SIGNAGE SHOWN IS 8.12% OF BUILDING AREA**

**OLYMPIK  
SIGNS**

account representative / client  
R WHITEHEAD JR

940 Milwaukee Avenue  
Lincolnshire, IL 60069

drawn by  
DAN S. / PAMELA F.

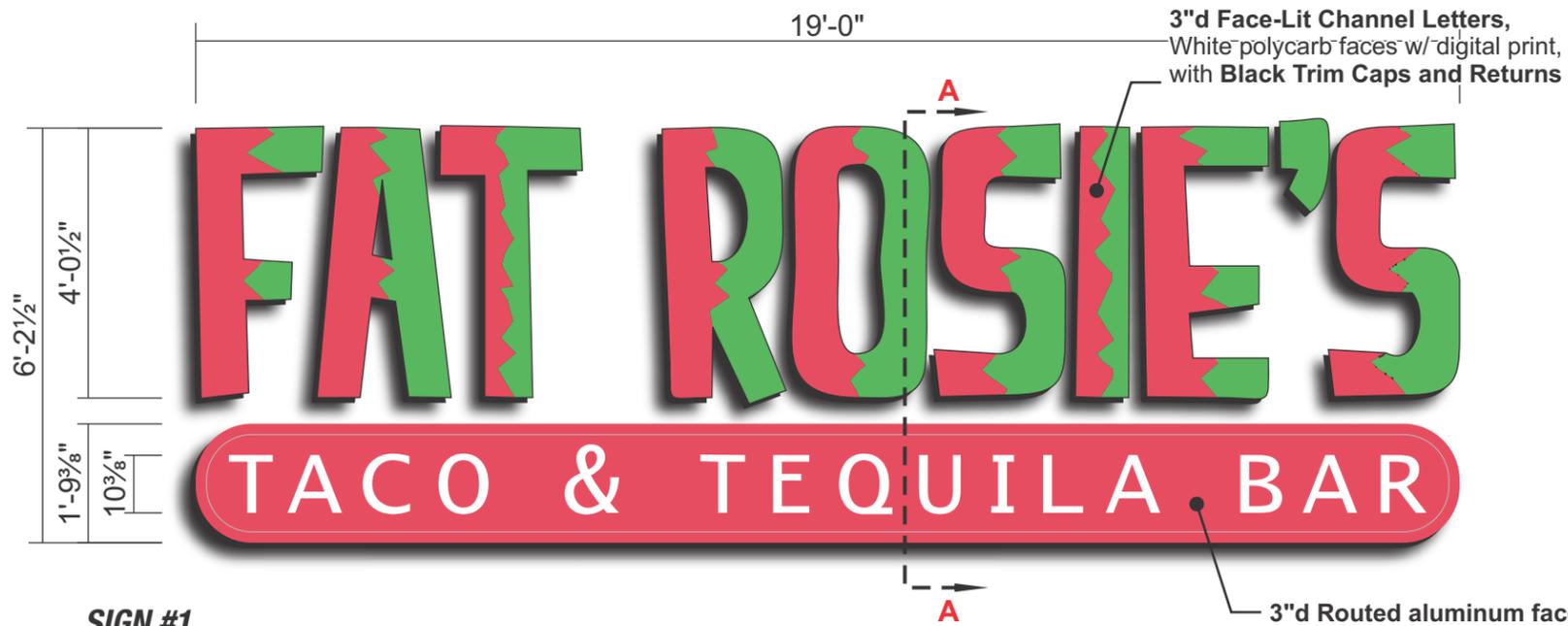
- Job#: 20-8241
- 03-17-20
- rev.# 07-01-20

Comments:

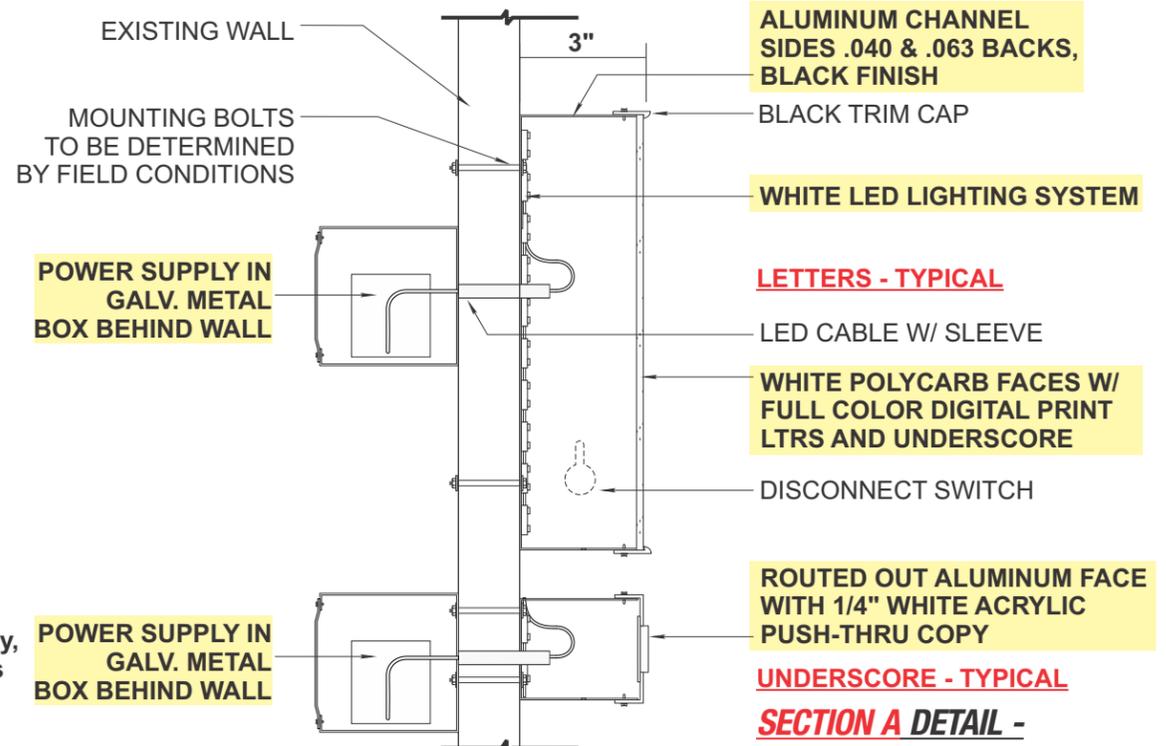
1130 N. Garfield Lombard, IL 60148 Ph.# 630.424.6100 Fx.# 630.424.6120 [WWW.OLYSIGNS.COM](http://WWW.OLYSIGNS.COM)

THIS IS AN ORIGINAL, UNPUBLISHED DRAWING SUBMITTED IN CONNECTION WITH A PROJECT WE ARE PLANNING FOR YOU. THIS IS NOT TO BE COPIED, REPRODUCED, EXHIBITED OR SHOWN TO ANYONE OUTSIDE OF YOUR ORGANIZATION WITHOUT THE WRITTEN PERMISSION OF OLYMPIC SIGNS, INC. ARTWORK IS EXCLUSIVE PROPERTY OF OLYMPIC SIGN INC.

**SIGN LAYOUT**

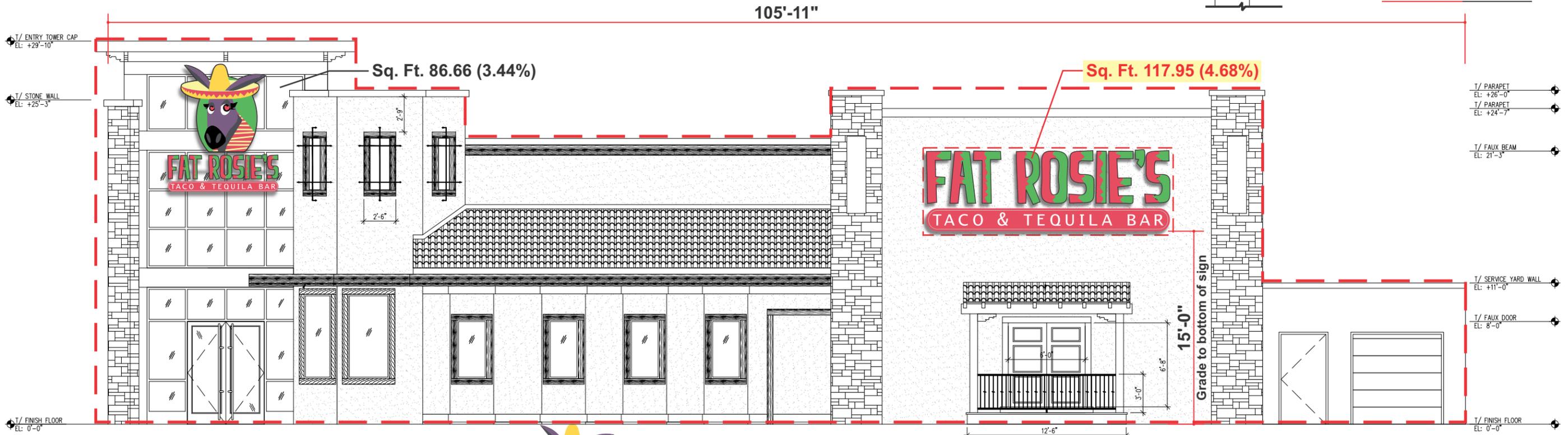


3"d Face-Lit Channel Letters,  
White polycarb faces w/ digital print,  
with Black Trim Caps and Returns



**SIGN #1**  
**FACE-LIT INDIVIDUAL CHANNEL LETTERS W/ RAISED LTR CABINET**  $3/8" = 1'-0"$   
**SQUARE FOOTAGE: 117.95**

3"d Routed aluminum faces with  
1/2" White Acrylic Push-Thru copy,  
with Black Trim Caps and Returns



**PROPOSED EAST BUILDING ELEVATION**  $1/8" = 1'-0"$

**EAST ELEVATION TOTAL AREA: 2520.58**  
**SIGNAGE SHOWN IS 8.12% OF BUILDING AREA**



**OLYMPIK**  
**SIGNS**

account representative: R WHITEHEAD JR  
client: 940 Milwaukee Avenue, Lincolnshire, IL 60069  
drawn by: DAN S. / PAMELA F.  
1130 N. Garfield, Lombard, IL 60148  
Ph.# 630.424.6100 Fx.# 630.424.6120 [WWW.OLYSIGNS.COM](http://WWW.OLYSIGNS.COM)

• Job#: 20-8241  
• 03-17-20  
• rev.# 07-01-20

**Comments:**  
**SIGN LAYOUT**

THIS IS AN ORIGINAL, UNPUBLISHED DRAWING SUBMITTED IN CONNECTION WITH A PROJECT WE ARE PLANNING FOR YOU. THIS IS NOT TO BE COPIED, REPRODUCED, EXHIBITED OR SHOWN TO ANYONE OUTSIDE OF YOUR ORGANIZATION WITHOUT THE WRITTEN PERMISSION OF OLYMPIC SIGNS, INC. ARTWORK IS EXCLUSIVE PROPERTY OF OLYMPIC SIGN INC.



PROPOSED DAY CONCEPT



940 Milwaukee Avenue  
Lincolnshire, IL 60069

drawn by  
PAMELA F

- Job#: 20-8241
- 03-17-20
- rev.# 07-01-20

**OLYMPIK**  
**SIGNS**

1130 N. Garfield  
Lombard, IL 60148 Ph.# 630.424.6100 Fx.# 630.424.6120 [WWW.OLYSIGNS.COM](http://WWW.OLYSIGNS.COM)

THIS IS AN ORIGINAL, UNPUBLISHED DRAWING SUBMITTED IN CONNECTION WITH A PROJECT WE ARE PLANNING FOR YOU. THIS IS NOT TO BE COPIED, REPRODUCED, EXHIBITED OR SHOWN TO ANYONE OUTSIDE OF YOUR ORGANIZATION WITHOUT THE WRITTEN PERMISSION OF OLYMPIC SIGNS, INC. ARTWORK IS EXCLUSIVE PROPERTY OF OLYMPIC SIGN INC.

Comments:

**SIGN DAY CONCEPT**



PROPOSED DAY CONCEPT



940 Milwaukee Avenue  
Lincolnshire, IL 60069

drawn by  
PAMELA F

• Job#: 20-8241  
• 03-17-20  
• rev.# 07-01-20

**OLYMPIK**  
**SIGNS**

1130 N. Garfield  
Lombard, IL 60148 Ph.# 630.424.6100 Fx.# 630.424.6120 [WWW.OLYSIGNS.COM](http://WWW.OLYSIGNS.COM)

THIS IS AN ORIGINAL, UNPUBLISHED DRAWING SUBMITTED IN CONNECTION WITH A PROJECT WE ARE PLANNING FOR YOU. THIS IS NOT TO BE COPIED, REPRODUCED, EXHIBITED OR SHOWN TO ANYONE OUTSIDE OF YOUR ORGANIZATION WITHOUT THE WRITTEN PERMISSION OF OLYMPIC SIGNS, INC. ARTWORK IS EXCLUSIVE PROPERTY OF OLYMPIC SIGN INC.

Comments:

SIGN DAY CONCEPT



**PROPOSED NIGHT CONCEPT**



940 Milwaukee Avenue  
Lincolnshire, IL 60069

drawn by  
PAMELA F

- Job#: 20-8241
- 03-17-20
- rev.# 07-01-20

**OLYMPIK  
SIGNS**

1130 N. Garfield  
Lombard, IL 60148 Ph.# **630.424.6100** Fx.# 630.424.6120 **WWW.OLYSIGNS.COM**

THIS IS AN ORIGINAL, UNPUBLISHED DRAWING SUBMITTED IN CONNECTION WITH A PROJECT WE ARE PLANNING FOR YOU. THIS IS NOT TO BE COPIED, REPRODUCED, EXHIBITED OR SHOWN TO ANYONE OUTSIDE OF YOUR ORGANIZATION WITHOUT THE WRITTEN PERMISSION OF OLYMPIC SIGNS, INC. ARTWORK IS EXCLUSIVE PROPERTY OF OLYMPIC SIGN INC.

Comments:

**SIGN NIGHT CONCEPT**



**PROPOSED NIGHT CONCEPT**



940 Milwaukee Avenue  
Lincolnshire, IL 60069

drawn by  
PAMELA F

- Job#: 20-8241
- 03-17-20
- rev.# 07-01-20

**OLYMPIK**  
**SIGNS**

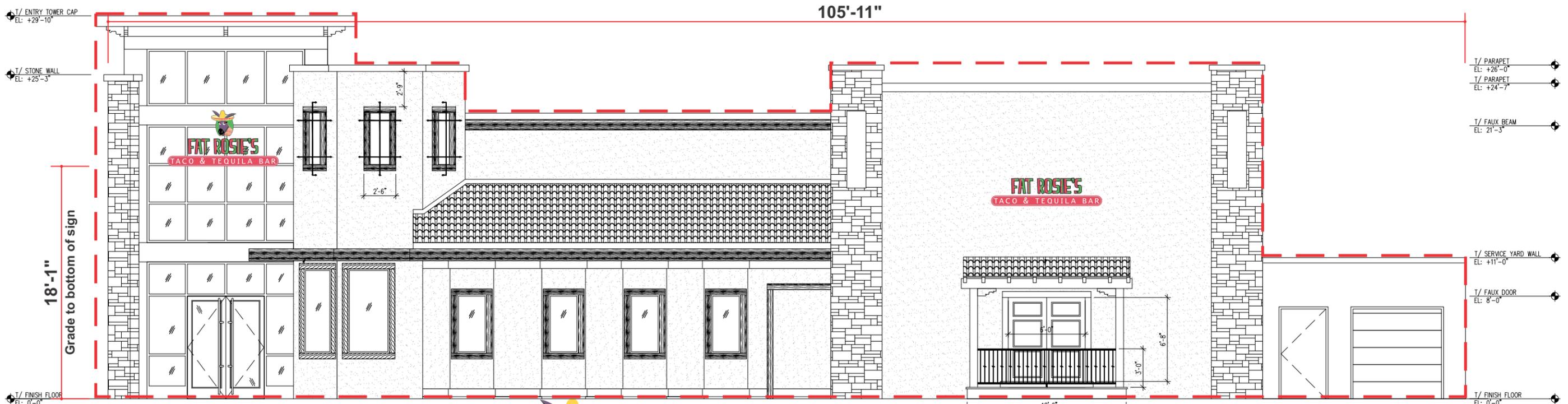
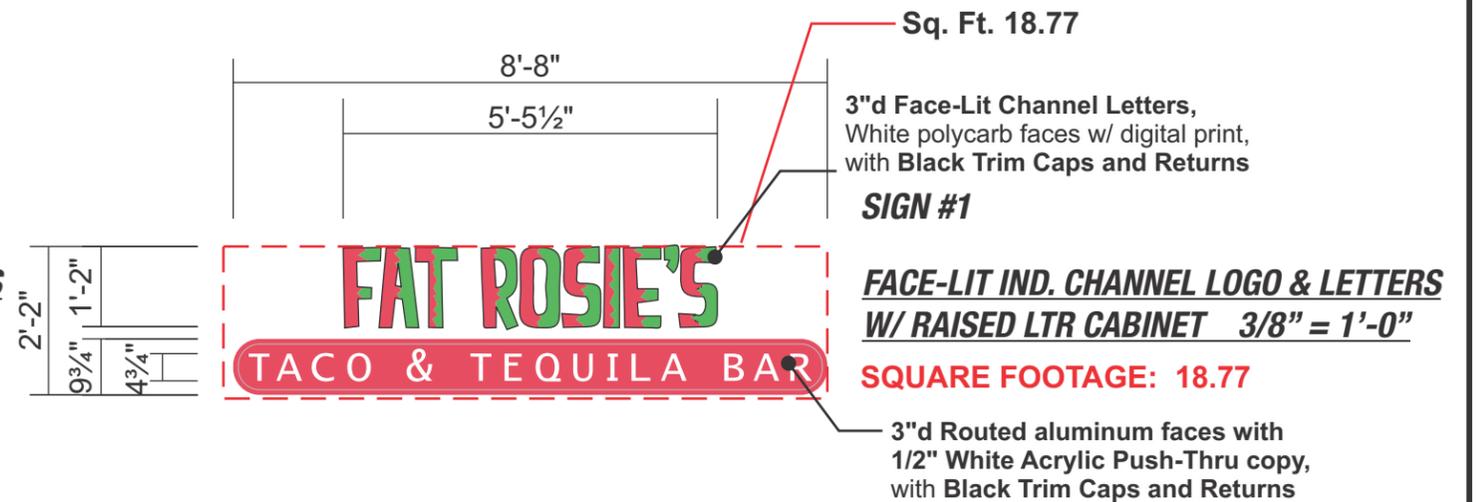
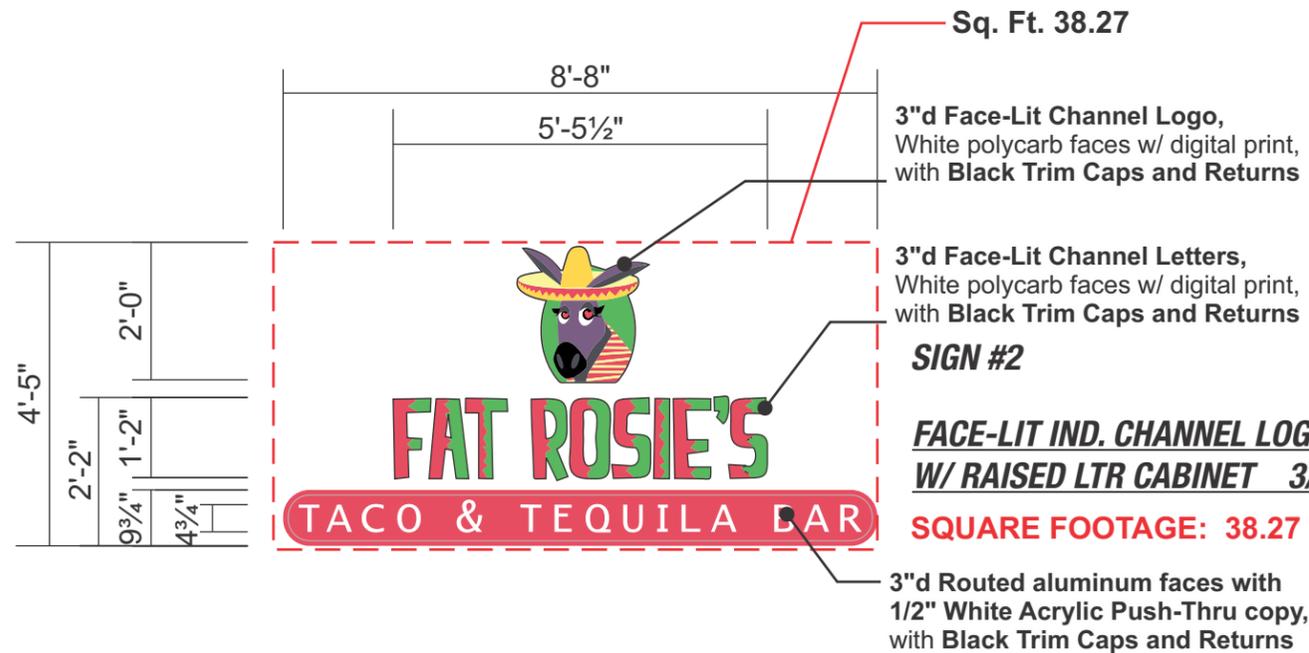
1130 N. Garfield  
Lombard, IL 60148 Ph.# **630.424.6100** Fx.# 630.424.6120 **WWW.OLYSIGNS.COM**

THIS IS AN ORIGINAL, UNPUBLISHED DRAWING SUBMITTED IN CONNECTION WITH A PROJECT WE ARE PLANNING FOR YOU. THIS IS NOT TO BE COPIED, REPRODUCED, EXHIBITED OR SHOWN TO ANYONE OUTSIDE OF YOUR ORGANIZATION WITHOUT THE WRITTEN PERMISSION OF OLYMPIC SIGNS, INC. ARTWORK IS EXCLUSIVE PROPERTY OF OLYMPIC SIGN INC.

Comments:

**SIGN NIGHT CONCEPT**

MOCK-UP PER CURRENT REGULATIONS



PROPOSED EAST BUILDING ELEVATION

1/8" = 1'-0"

EAST ELEVATION TOTAL AREA: 2520.58



940 Milwaukee Avenue  
Lincolnshire, IL 60069

drawn by  
PAMELA F

• Job#: 20-8241  
• 03-17-20  
• rev.# 07-01-20

Comments:

**OLYMPIK**  
**SIGNS**

1130 N. Garfield  
Lombard, IL 60148 Ph.# 630.424.6100 Fx.# 630.424.6120 [WWW.OLYSIGNS.COM](http://WWW.OLYSIGNS.COM)

THIS IS AN ORIGINAL, UNPUBLISHED DRAWING SUBMITTED IN CONNECTION WITH A PROJECT WE ARE PLANNING FOR YOU. THIS IS NOT TO BE COPIED, REPRODUCED, EXHIBITED OR SHOWN TO ANYONE OUTSIDE OF YOUR ORGANIZATION WITHOUT THE WRITTEN PERMISSION OF OLYMPIC SIGNS, INC. ARTWORK IS EXCLUSIVE PROPERTY OF OLYMPIC SIGN INC.

**LINCOLNSHIRE COMMONS**  
**CRITERIA**

**Frankfort Location – 28 Kansas Street**



**Naperville Location – 47 E. Chicago Avenue**



Schaumburg Location - 870 N. Meacham Road





**Naf Naf Grill** - 950C Milwaukee Avenue, Ste C, Lincolnshire, IL 60069

SQUARE FOOTAGE: 56.0 TOTAL

SIGN TYPE: Combination of Halo-Lit Logo and Letters, Routed out push-thru cabinet.



**menchie's** - 950B Milwaukee Avenue, Ste B, Lincolnshire, IL 60069

SQUARE FOOTAGE: 35.58 TOTAL

SIGN TYPE: Combination of Face-Lit formed face Logo and Letters, Flat face-lit sign cabinet.



940 Milwaukee Avenue  
Lincolnshire, IL 60069

drawn by  
PAMELA F

- Job#: 20-8241
- 03-17-20
- rev.# 07-01-20

**OLYMPIK**  
**SIGNS**

1130 N. Garfield  
Lombard, IL 60148 Ph.# 630.424.6100 Fx.# 630.424.6120 [WWW.OLYSIGNS.COM](http://WWW.OLYSIGNS.COM)

THIS IS AN ORIGINAL, UNPUBLISHED DRAWING SUBMITTED IN CONNECTION WITH A PROJECT WE ARE PLANNING FOR YOU. THIS IS NOT TO BE COPIED, REPRODUCED, EXHIBITED OR SHOWN TO ANYONE OUTSIDE OF YOUR ORGANIZATION WITHOUT THE WRITTEN PERMISSION OF OLYMPIC SIGNS, INC. ARTWORK IS EXCLUSIVE PROPERTY OF OLYMPIC SIGN INC.

Comments:

**SURROUNDING SIGNS**



**Chipotle Mexican Grill - 950A Milwaukee Avenue, Ste A, Lincolnshire, IL 60069**

**SQUARE FOOTAGE: 40.82 TOTAL**

**SIGN TYPE: Combination of Face-Lit Logo and Letters on control background, Halo-Lit Secondary Letters.**



**Fleming's Prime Steakhouse & Wine - 960 Milwaukee Avenue, Lincolnshire, IL 60069**

**SQUARE FOOTAGE: 54.57 TOTAL**

**SIGN TYPE: Combination of Face-Lit & Halo-Lit Logo and Letters, Awnings with copy.**



940 Milwaukee Avenue  
Lincolnshire, IL 60069

drawn by  
PAMELA F

- Job#: 20-8241
- 03-17-20
- rev.# 07-01-20

**OLYMPIK  
SIGNS**

1130 N. Garfield  
Lombard, IL 60148 Ph.# 630.424.6100 Fx.# 630.424.6120 [WWW.OLYSIGNS.COM](http://WWW.OLYSIGNS.COM)

THIS IS AN ORIGINAL, UNPUBLISHED DRAWING SUBMITTED IN CONNECTION WITH A PROJECT WE ARE PLANNING FOR YOU. THIS IS NOT TO BE COPIED, REPRODUCED, EXHIBITED OR SHOWN TO ANYONE OUTSIDE OF YOUR ORGANIZATION WITHOUT THE WRITTEN PERMISSION OF OLYMPIC SIGNS, INC. ARTWORK IS EXCLUSIVE PROPERTY OF OLYMPIC SIGN INC.

Comments:

**SURROUNDING SIGNS**



**Fleming's Prime Steakhouse & Wine - 960 Milwaukee Avenue, Lincolnshire, IL 60069**

SQUARE FOOTAGE: 2.16 TOTAL  
SIGN TYPE: Awnings with copy

**Fleming's Prime Steakhouse & Wine - 960 Milwaukee Avenue, Lincolnshire, IL 60069**

SQUARE FOOTAGE: 51.75 TOTAL  
SIGN TYPE: Combination of Face-Lit & Halo-Lit Logo and Letters



940 Milwaukee Avenue  
Lincolnshire, IL 60069

drawn by  
PAMELA F

- Job#: 20-8241
- 03-17-20
- rev.# 07-01-20

**OLYMPIK  
SIGNS**

1130 N. Garfield  
Lombard, IL 60148

Ph.# 630.424.6100 Fx.# 630.424.6120

**WWW.OLYSIGNS.COM**

THIS IS AN ORIGINAL, UNPUBLISHED DRAWING SUBMITTED IN CONNECTION WITH A PROJECT WE ARE PLANNING FOR YOU. THIS IS NOT TO BE COPIED, REPRODUCED, EXHIBITED OR SHOWN TO ANYONE OUTSIDE OF YOUR ORGANIZATION WITHOUT THE WRITTEN PERMISSION OF OLYMPIC SIGNS, INC. ARTWORK IS EXCLUSIVE PROPERTY OF OLYMPIC SIGN INC.

Comments:

**SURROUNDING SIGNS**



**The Cheesecake Factory - 930 Milwaukee Avenue, Lincolnshire, IL 60069**

**SQUARE FOOTAGE: 118.72 TOTAL**

**SIGN TYPE: Combination of Face-Lit Channel Letters, Awnings with copy and Routed out push-thru copy in cabinet .**



940 Milwaukee Avenue  
Lincolnshire, IL 60069

drawn by  
PAMELA F

- Job#: 20-8241
- 03-17-20
- rev.# 07-01-20

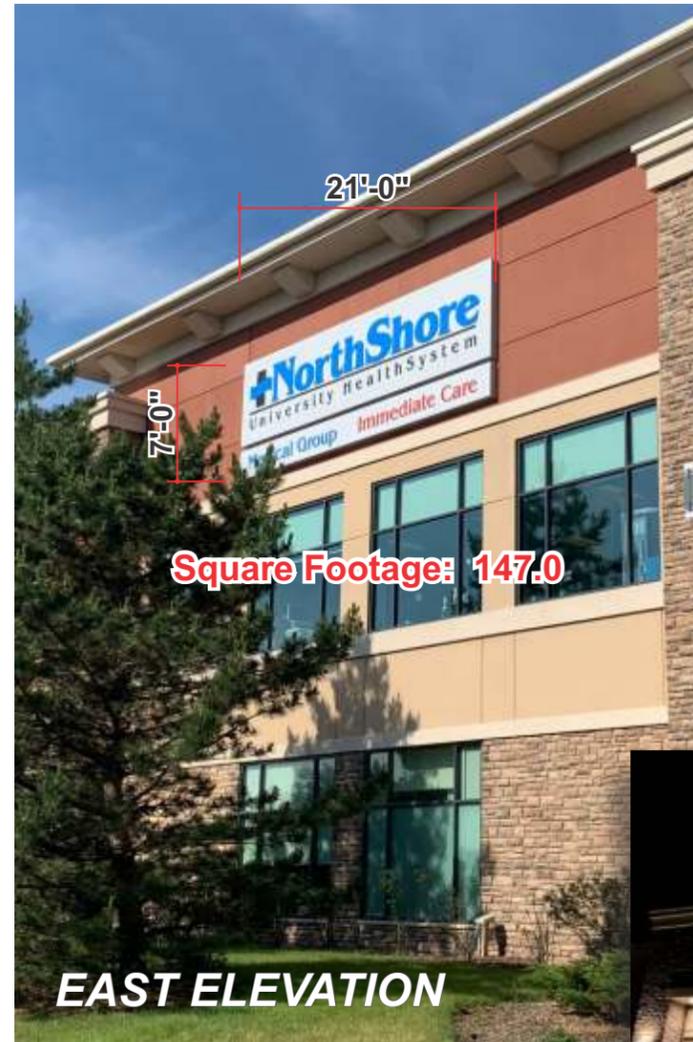
**OLYMPIK**  
**SIGNS**

1130 N. Garfield  
Lombard, IL 60148 Ph.# 630.424.6100 Fx.# 630.424.6120 [WWW.OLYSIGNS.COM](http://WWW.OLYSIGNS.COM)

THIS IS AN ORIGINAL, UNPUBLISHED DRAWING SUBMITTED IN CONNECTION WITH A PROJECT WE ARE PLANNING FOR YOU. THIS IS NOT TO BE COPIED, REPRODUCED, EXHIBITED OR SHOWN TO ANYONE OUTSIDE OF YOUR ORGANIZATION WITHOUT THE WRITTEN PERMISSION OF OLYMPIC SIGNS, INC. ARTWORK IS EXCLUSIVE PROPERTY OF OLYMPIC SIGN INC.

**Comments:**

**SURROUNDING SIGNS**



**Northshore Immediate Care Center - 920 Milwaukee Avenue, Lincolnshire, IL 60069**

**SQUARE FOOTAGE: 441 TOTAL**

**SIGN TYPE: Routed out copy with push-thru Acrylic copy, Illuminated.**

**LOCATION HAS NO VISIBILITY OBSTRUCTIONS**



940 Milwaukee Avenue  
Lincolnshire, IL 60069

drawn by  
PAMELA F

• Job#: 20-8241  
• 03-17-20  
• rev.# 07-01-20

**OLYMPIK**  
**SIGNS**

1130 N. Garfield  
Lombard, IL 60148 Ph.# 630.424.6100 Fx.# 630.424.6120 [WWW.OLYSIGNS.COM](http://WWW.OLYSIGNS.COM)

THIS IS AN ORIGINAL, UNPUBLISHED DRAWING SUBMITTED IN CONNECTION WITH A PROJECT WE ARE PLANNING FOR YOU. THIS IS NOT TO BE COPIED, REPRODUCED, EXHIBITED OR SHOWN TO ANYONE OUTSIDE OF YOUR ORGANIZATION WITHOUT THE WRITTEN PERMISSION OF OLYMPIC SIGNS, INC. ARTWORK IS EXCLUSIVE PROPERTY OF OLYMPIC SIGN INC.

page 5 of 7

**Comments:**

**SURROUNDING SIGNS**



**DSW Designer Show Warehouse - 970 Milwaukee Avenue, Lincolnshire, IL 60069**

**SQUARE FOOTAGE: 110.0 TOTAL**  
**SIGN TYPE: Face-Lit Channel Letters**

**LOCATION HAS NO VISIBILITY OBSTRUCTIONS**



940 Milwaukee Avenue  
 Lincolnshire, IL 60069

drawn by  
 PAMELA F

- Job#: 20-8241
- 03-17-20
- rev.# 07-01-20

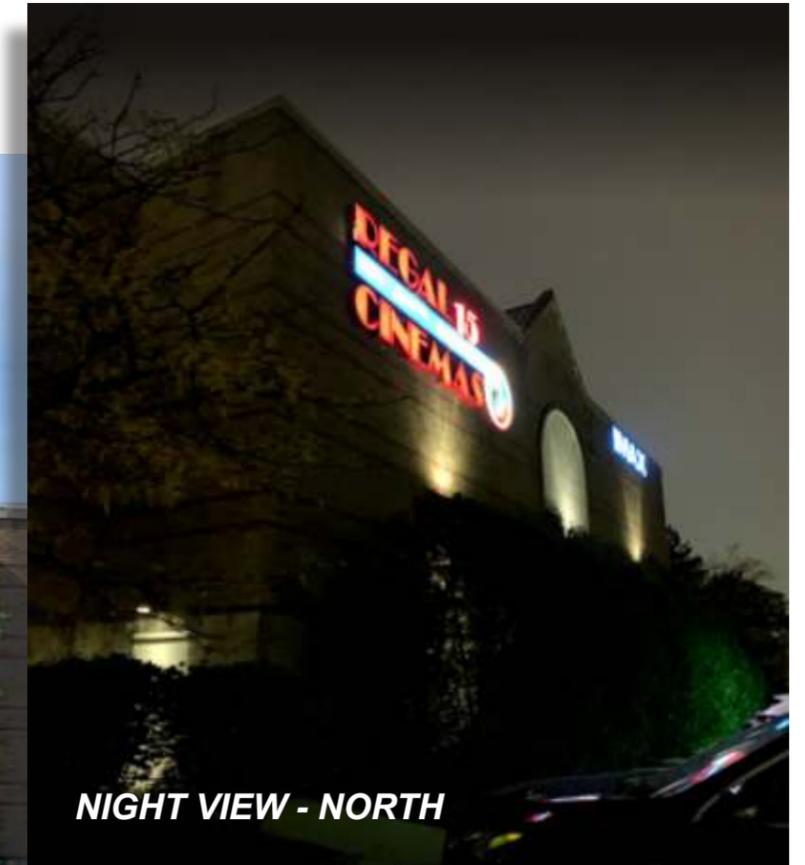
**OLYMPIK**  
**SIGNS**

1130 N. Garfield  
 Lombard, IL 60148 Ph.# **630.424.6100** Fx.# 630.424.6120 **WWW.OLYSIGNS.COM**

THIS IS AN ORIGINAL, UNPUBLISHED DRAWING SUBMITTED IN CONNECTION WITH A PROJECT WE ARE PLANNING FOR YOU. THIS IS NOT TO BE COPIED, REPRODUCED, EXHIBITED OR SHOWN TO ANYONE OUTSIDE OF YOUR ORGANIZATION WITHOUT THE WRITTEN PERMISSION OF OLYMPIC SIGNS, INC. ARTWORK IS EXCLUSIVE PROPERTY OF OLYMPIC SIGN INC.

**Comments:**

**SURROUNDING SIGNS**



**Regal Lincolnshire & IMAX - 300 Parkway Drive, Lincolnshire, IL 60069**

SQUARE FOOTAGE: 471.75 TOTAL  
SIGN TYPE: Face-Lit Channel Letters

LOCATION HAS FAIR VISIBILITY DUE TO SET-BACK



940 Milwaukee Avenue  
Lincolnshire, IL 60069

drawn by  
PAMELA F

- Job#: 20-8241
- 03-17-20
- rev.# 07-01-20

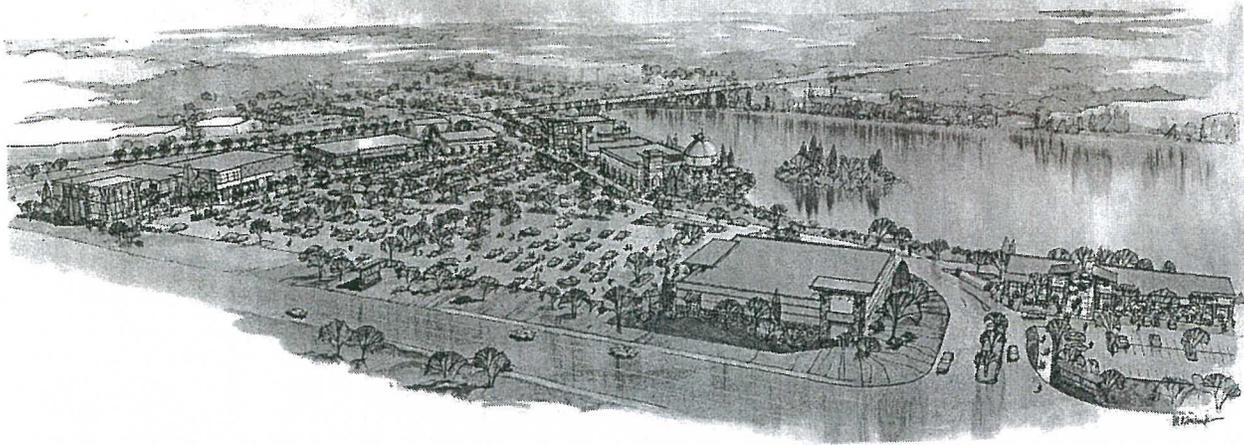
**OLYMPIK**  
**SIGNS**

1130 N. Garfield  
Lombard, IL 60148 Ph.# 630.424.6100 Fx.# 630.424.6120 [WWW.OLYSIGNS.COM](http://WWW.OLYSIGNS.COM)

THIS IS AN ORIGINAL, UNPUBLISHED DRAWING SUBMITTED IN CONNECTION WITH A PROJECT WE ARE PLANNING FOR YOU. THIS IS NOT TO BE COPIED, REPRODUCED, EXHIBITED OR SHOWN TO ANYONE OUTSIDE OF YOUR ORGANIZATION WITHOUT THE WRITTEN PERMISSION OF OLYMPIC SIGNS, INC. ARTWORK IS EXCLUSIVE PROPERTY OF OLYMPIC SIGN INC.

Comments:

**SURROUNDING SIGNS**



# Lincolnshire Commons Signage Package

Village of Lincolnshire  
Architectural Review Board  
March 15, 2005

General Growth Properties, Inc.  
Landlord/Developer

**VILLAGE OF LINCOLNSHIRE**  
**LAKE COUNTY, ILLINOIS**  
**APPROVED**  
by the Corporate Authorities  
at a Meeting conducted on  
4/11/2005

**RECEIVED**  
MAR 11 2005  
VILLAGE OF LINCOLNSHIRE  
COMMUNITY DEVELOPMENT

# Table of Contents

1. Signage Criteria	3
1.1 Sign Types.....	5
1.2 Locations.....	5
1.3 Construction.....	5
1.4 Illumination.....	6
1.5 Color.....	6
1.6 Temporary Signage.....	6
Appendix 1	
Fig. 1 Primary Development Identification Monument Sign.....	7
Fig. 2 Secondary Development Identification Monument Sign.....	8
Fig. 3 Typical Tenant Sign Band.....	9

## 1. Signage Criteria

### 1.1 Sign Types

#### Monument Signs:

(1) primary development identification sign centrally located along Milwaukee Avenue and (2) secondary development identification signs located at the vehicular entrances off Aptakisic Road and Milwaukee Avenue. See Figures 1 and 2.

Multi-Tenant Sign: None

Site Way-Finding Signs: None

#### Individual Tenant Signs:

All signage shall conform to the Village of Lincolnshire Sign Control; however, since this development is designated as an "Area of Special Sign Control", the Landlord and the Village may review well-designed signage –compatible with its surroundings—that is otherwise non-conforming for special approval. All signs shall be installed only after all required permits and Landlord approvals are issued.

Each tenant shall be permitted up to two wall signs, not more than one on each business façade, with the ability to provide one additional wall sign on a third façade subject to review and approval of the Village Architectural Review Board –based on consideration of building placement, entrance location, architectural elements, etc. Primary and secondary signs should consist of the same construction details and materials. The area of such sign shall not exceed 10% of the total area of tenant façade to which it is attached. In addition, these signs may not extend above the wall to which it is attached.

Free-standing restaurant tenants shall be limited to 24' maximum sign length, to a maximum 100 square feet area per sign. Maximum letter size shall be 24" in height with the ability to increase initial upper case letters and certain lower case letters (b, d, f, g, h, etc.) to 32". Multiple row signs shall be limited to 14" high letters, with the ability to increase initial upper case letters and certain lower case letters (b, d, f, g, h, etc.) to 18". Company logos are also limited to 24" in height and are subject to the same restrictions as the letters in the sign text. There is no restriction on the style of typeface used.

**Individual Tenant Signs (cont.):**

Retail tenants under 10,000sf shall be limited to 16' maximum sign length, to a maximum of 35 square feet area per sign. Maximum letter size shall be 18" in height with the ability to increase initial upper case letters and certain lower case letters (b, d, f, g, h, etc.) to 24". Multiple row signs shall be limited to 12" high letters. Company logos are also limited to 18" in height and are subject to the same restrictions as the letters in the sign text. There is no restriction on the style of typeface used.

Retail tenants over 10,000sf shall be limited to 24' maximum sign length, to a maximum 96 square feet area for primary and secondary building façade wall signs. In addition, these tenants shall be permitted a company logo sign limited to 48" maximum height not to exceed 20 square feet in area. Maximum letter size shall be 48" in height provided that their lowest extent is located a minimum of 12'-0" above grade. Multiple row signs shall be limited to 30" high letters. Company logos are also limited to 48" in height and are subject to the same restrictions as the letters in the sign text. There is no restriction on the style of typeface used.

The sign content shall be limited to the name of the business, or D.B.A. as defined in the lease, and company logo; products, services, and company catch phrases shall not be allowed. These signs shall consist of individual letters located within a sign band—a flush, recessed, or projecting rectangular boundary meant to frame the sign and position it logically within the building façade, see figure 3. This sign band should provide material and/or color contrast with the sign letters, but not necessarily the adjacent façade surfaces. Letters should be centered and aligned within the sign band, see Figure 3.

Signs of up to 2 square feet, constructed as a metal plaque type sign, may be wall mounted adjacent to the doors at the rear of the building, and may display only the name and address of the occupant.

**Awning Signs:**

Awnings signs are not encouraged; however if desired, the Landlord and the Village must review and approve a well-designed and compatible awning sign proposal. The design must adhere to the requirements for awnings, as described in Section 3.2.

**Blade Signs:**

Blade signs are allowed as a means to compliment the streetscape atmosphere. Maximum area each side equals 6 square feet. They may be constructed of wood or metal. Minimum 8'-0" above sidewalk/grade. Maximum 42" projection from face of building.

### Signage Not Allowed:

- Marquee Signs
- Electronic Message Boards
- Signs painted directly upon the wall surface of the building.
- Box type signs
- Exposed tube neon signs and open face channel letters with exposed tube neon.
- Free-standing, moving, rotating, flashing, animated, or noise-making signs.
- Cloth, paper, cardboard, sintra, and other similar stickers or decals on or around the storefront surfaces.
- Signs that are not professional in appearance.

### Other types of signs not listed:

Subject to review and approval by the Landlord and the Village.

## 1.2 Locations

Wall signs shall be mounted on the building façade or above the store entry. No signage shall be less than 8'-0" above an adjacent sidewalk, nor shall project over said sidewalk. No signage shall be less than 15'-0" above an adjacent drive or service lanes or parking surfaces, nor shall project over said areas.

## 1.3 Construction

All signage is to be of the highest quality construction. Shop fabrication and painting is required. All attachments, labels, fasteners, mounting brackets, wiring, clips, transformers, disconnects, lamps, and other mechanisms that are part of the sign product must be concealed from view. Signs must be fabricated and installed according to local and national building and electrical codes, and must bear UL label. Signage shall project not more than 12" from the wall to which it is attached.

## 1.4 Illumination

Wall signs may be internally illuminated or illuminated by RLM or "gooseneck" type fixtures.

Exposed wiring, electrical connection, conduits, and raceway are not permitted. Signs shall be clock-timer controlled and illuminated during Lincolnshire Commons hours.

All electrical penetrations through the storefront fascia for sign installation shall use PK housing or approved equal.

Design shall provide access to transformer and local disconnect.

## 5 Color

Multiple colors are permitted for letters and logos to allow signage to remain consistent with tenants' established corporate logo and brand identity. Channel letters with a translucent acrylic face may be of any color, and shall have black returns. Reverse channel letters may be painted on either the front or side face, with the second face painted black. Signs, if painted, shall be primed and painted with Matthews Acrylic Polyurethane or equal.

### 1.6 Temporary Signage

See Lincolnshire Village Code, Section 12-11-1.D.



**ITEM SUMMARY**

<b>Reviewing Body / Meeting Date:</b>	Committee of the Whole – July 13, 2020
<b>Subject:</b>	Electric Vehicle Charging Stations Text Amendment
<b>Action Requested (Address – Petitioner):</b>	Continued Preliminary Evaluation of a Text Amendment to Title 6 (Zoning), Chapter 11 (Off-Street Parking & Loading) of the Lincolnshire Village Code to Permit and Regulate Electric Vehicle Charging Stations as an Accessory Use to Parking Facilities in all Zoning Districts (Village of Lincolnshire)
<b>Prepared By:</b>	Tonya Zozulya - Planning & Development Manager
<b>Staff Recommendation:</b>	Referral of the Text Amendment to the Zoning Board for a Public Hearing and Referral to the Architectural Review Board for Design Review
<b>Meeting History:</b>	<a href="#">Committee of the Whole – June 8, 2020</a>
<b>Tentative Meeting Schedule:</b>	Zoning Board – August 11, 2020 Architectural Review Board – August 18, 2020 Committee of the Whole – August 24, 2020 Regular Village Board – September 14, 2020
<b>Reports/Documents Attached:</b>	1) Revised draft text amendment to Title 6 (Zoning), Chapter 11 (Off-Street Parking & Loading) of the Lincolnshire Village Code 2) June 8, 2020, staff memo and existing Level 2 EV charging station photos in Lincolnshire 3) <a href="#">June 8, 2020, Committee of the Whole meeting minutes</a>

**Request Summary**

At the June 8, 2020, Committee of the Whole meeting, Electrify America, LLC requested the Village Board’s (“Board”) review of their request for a text amendment to Title 6 (Zoning), Chapter 11 (Off-Street Parking & Loading) of the Lincolnshire Village Code (“Village code”) to permit and regulate electric vehicle (“EV”) charging stations in the Village as an accessory use to parking facilities in all zoning districts. Electrify America submitted the request given their interest in installing a Level 3 charging station in the Bank of America parking lot at 195 Milwaukee Avenue.

At the June 8 meeting, the Village Board expressed general support for amending the code to regulate charging stations and requested revisions regarding the approval process, equipment maintenance/removal, and impervious surface to address concerns about aesthetics and locations. The Board also requested additional information from Electrify America, including their business model, sales tax revenue projections, customer statistics, feedback from Bank of America and other landlords, and other possible locations for the EV charging station installation, to be brought to a future Committee of the Whole meeting for continued consideration (see attached Document 3). Following the June 8 meeting, Electrify America withdrew their application due to their schedule and approval timeline constraints and notified staff of their intent to seek new locations in other communities.

Given the Board’s general support for the text amendment with revisions, coupled with the fact Adlai E. Stevenson High School and Walgreens have existing Level 2 charging stations and future requests are likely, staff requests the Board’s consideration of the revised draft code amendment. The revised



document addresses the following main concerns expressed by the Board at the June 8 meeting (the revised language is highlighted in yellow in the attached Document 1):

- 1) **Approval Process:** The approval process has been revised to require EV charging stations to undergo ARB design review/recommendation and final approval by the Village Board rather than be allowed with a building permit only. The ARB would use the code standards regarding the location, screening, signage, and other parameters to review each individual proposal review prior to making a recommendation to the Village Board. An alternative review/approval process the Village Board may want to consider would be to grant the ARB ultimate approval of these types of requests, without requiring Village Board approval. Staff can prepare the draft code amendments to suit the Village Board's preference.
- 2) **Height:** The previously proposed 8' maximum height for EV equipment has been eliminated and replaced with a statement that the applicant will need to consider the smallest practicable size and justify their height request, especially if it is over 6' (6' was chosen based on Level 2 equipment standard which is installed on the Walgreens and Stevenson High School properties). A height over 6' would require a closer review by the ARB but would not trigger require a variance since the code is not proposed to have a maximum permitted number.
- 3) **Equipment Maintenance/Removal:** A new standard has been incorporated requiring charging stations to be maintained in good condition and inactive charging stations to be removed by the property owner within 90 days of inactivity. This will be accomplished via a recorded decommissioning and maintenance plan that the property owner would need to provide prior to permit issuance.
- 4) **Impervious Surface:** A new requirement has been added that states any new impervious surface created for the EV station installation must be offset elsewhere on the same property. This would only apply to cases when green/pervious space is proposed to be converted into a paved/impervious area to accommodate an EV charging station.

The Board also wanted to know whether EV charging stations generate sales tax. Finance Director Peterson contacted the Illinois Department of Revenue who indicated they treat EV charging the same as motor fuel sales, which are both subject to sales tax.

#### **Tet Amendment Approval Process**

Text amendments require a public hearing by the Zoning Board and final review/approval by the Village Board per Village code section 6-14-10. Given the Board's desire to have charging stations be evaluated by the ARB, staff recommends the ARB's review of the proposed code standards. Any future code-compliant charging station installation proposals will be required to receive design review by the ARB and final approval by the Village Board (or final approval by the ARB, if the Board gives the ARB final approval authority).

#### **Staff Recommendation / Next Steps**

Staff seeks the Village Board's direction regarding the revised draft code regulations, as well as referral to the Zoning Board for a public hearing and recommendation and to the ARB for design review.

## TITLE 6: Zoning

### CHAPTER 11: Off-Street Parking and Loading

#### Sections:

#### 6-11-1: General Requirements

#### 6-11-2: Off-Street Parking Facilities

#### 6-11-3: Off-Street Loading Facilities

#### 6-11-1: General Requirements

- A. General Applicability: Off-street parking and loading facilities for all existing and new structures and uses of land within the Village of Lincolnshire shall be in accordance with the provisions of this Chapter.
- B. Increase in Intensity: Whenever the intensity of use of any structure, or premises is increased through the addition of dwelling units, gross floor area, seating capacity, or other units of measurement specified herein for required parking or loading facilities, parking and loading facilities shall be required for such increases in intensity.
- C. Change in Use: Whenever a use existing on the effective date of this Chapter is changed to a new use, parking or loading facilities shall be provided as required herein for such new use.
- D. Responsibility: The duty to provide and maintain off-street parking spaces and/or loading facilities shall be the joint and several responsibility of the operator and/or owner of the use and/or owner of the land for which off-street parking spaces and/or loading facilities are required to be provided and maintained hereunder.
- E. Design Plan: Parking and loading facilities shall be illustrated on a site plan to be submitted with all applications for Building Permits or Certificates of Occupancy in accordance with the provisions of this Chapter.
- F. Snow Removal: Accommodations shall be made for the storage and/or removal of snow from all parking and loading facilities. Areas for snow storage shall be designated reasonably close to drains or catch basins. Snow storage within landscaped areas should be avoided to prevent damage to plant material.

#### 6-11-2: Off-Street Parking Facilities:

##### A. General Requirements

- 1. Use: Required off-street parking facilities shall be solely for the parking of vehicles used for the transportation of occupants, patrons, employees or materials of the uses to which they are accessory. Each required parking space shall be kept available at all times for parking of such vehicles. No required parking space shall be rented, leased or used for any purpose other than that for which said space is required.
- 2. Access: Off-street parking facilities shall be designed and located to provide appropriate means of vehicular access to adjacent streets or alley ways in a manner which will least interfere with traffic movements. Parking spaces shall open directly upon an aisle or driveway of such width and designed to provide safe and efficient means of vehicular access to such parking space at all times.

3. Computation: When the number of parking spaces required herein results in a fractional space, any fraction shall require one (1) additional parking space. Parking spaces required on a square footage basis shall be based on the gross square footage of the structure/leasable space. Parking spaces required on an employee basis shall be based on the maximum number of employees on duty or residing on the premises at any one time.
4. Shared Parking Facilities: Parking spaces required for separate structures and uses may be provided collectively on the same lot, provided use of such spaces shall not occur at the same time based on the operations of the uses they are serving. The minimum number of required parking spaces shall be established by the primary use or the highest parking generating use, whichever is more.
5. Land Banking: The Zoning Administrator may authorize a reduction in the total number of off-street parking spaces required herein, subject to the following:
  - a. No more than 50% of the required parking spaces shall be landbanked.
  - b. Prior to authorization of landbanked spaces, the lot owner or tenant must demonstrate that required parking spaces are excessive as applied to the use of the zoning lot, including but not limited to employee counts, lack of public customers, or similar scenarios.
  - c. Every request for landbanking of required parking spaces shall be accompanied by a detailed parking plan identifying the area(s) reserved for future parking and the landscape treatment of such open space.
  - d. The property owner shall file with the Zoning Administrator his/her unconditional agreement in form and substance satisfactory to the Village Attorney that the area(s) reserved for future parking shall be maintained as landscaped open space until and unless required to be used for off-street parking in compliance with this Chapter. Such agreement shall be recorded with the Lake County Recorder's Office.
  - e. The Zoning Administrator, in his/her sole discretion, shall have the authority to require the property owner or successor, at any time, to increase the number of parking spaces required by this Chapter.

6. Electric Vehicle Charging Stations

Electric vehicle charging stations are permitted with review and recommendation of the Architectural Review Board and final approval by the Village Board in all zoning districts for non-residential uses, and for multi-family residential uses for which a special use permit has been previously granted, subject to general regulations of this Chapter and the following specific regulations:

a. Parking Spaces:

Charging station spaces may be included in the overall calculation of minimum parking spaces required for the primary use by this Title, provided that charging station spaces do not reduce the dimensions of adjoining spaces or the parking aisle or reduce the number of available spaces below the minimum required by this Chapter.

b. Accessibility: If any EV charging stations are constructed, a minimum of one accessible charging station with an adjacent accessible parking space shall be installed per development in compliance with all local, state, and federal accessibility requirements. The accessible charging station does not have to be designated for exclusive use of persons with disabilities, unless it is intended to satisfy the overall accessibility requirement in this Chapter.

c. Location:

Every effort shall be made to place charging stations on site so as to minimize vehicular and pedestrian conflicts and maintain site aesthetics.

d. Height:

The height of charging stations and related equipment shall be the smallest practicable size. The burden of proof shall be on the applicant to demonstrate the minimum required size for the EV charging station and why a smaller size is impractical. There shall be a rebuttable presumption against any EV charging stations that exceed 6' in height. In evaluating practicality, the ARB may consider EV charging stations actually erected both within and outside the Village.

e. Screening:

Charging station equipment shall be screened from adjacent properties and the right-of-way with a screen and adjacent evergreen plantings that are sufficiently tall and dense. Screens shall be designed of a material compatible with the principal building on the site and comply with ground-mounted equipment screen requirements in Chapter 15, Fences and Screens, of Title 6, except the height of charging station equipment screens for residential and non-residential uses in all zoning districts is permitted to be 7.5' or less. No screens shall be required if the site provides sufficient screening through an existing building or another structure located in close proximity to the charging station equipment.

f. Signage:

Only signs required to identify the purpose and function of the charging station and corresponding parking space are allowed in compliance with Title 12, Sign Control. Off-premises advertisement of goods and services is prohibited on LED screens or on any other component of the charging station through images or sound.

g. Pavement Marking:

White or yellow lettering that states "EV Charging Only" as well as markings necessary to delineate spaces shall be the only pavement marking permitted to identify charging station spaces.

h. Equipment Protection:

All equipment shall be protected via curbing, bollards, or similar protective structure or device.

i. Equipment Maintenance & Removal:

As a condition of receiving a permit, the applicant must record a Decommissioning and Maintenance Plan against the subject property. The Decommissioning and Maintenance Plan shall require:

(1) All equipment shall be maintained in good condition free of wear and tear;

(2) Any inactive equipment shall be removed by the owner of the property where an electric vehicle charging station was installed within 90 days of said equipment becoming inactive (except for periods of maintenance and repair); and

(3) Following removal, the site and parking spaces shall be restored to their original condition.

j. **Impervious Surface:**

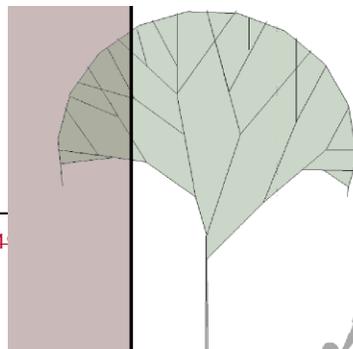
For every square foot of new impervious surface added to the property to erect a charging station, the owner shall offset that addition with the reduction of impervious surface elsewhere on the same zoning parcel.

B. Location:

1. All parking facilities shall be located in the same zoning lot as the structure or use to which they serve. Parking facilities of ten (10) or more parking spaces may be located on a separate lot provided said parking spaces are located within the development in which such parking spaces are serving.
2. Parking facilities solely for employees, may be located on a separate lot provided no such parking spaces shall be located in excess of six hundred feet (600') measured along a paved pedestrian circulation route to the nearest building entrance.
3. Residential zoning: Parking facilities containing three or more spaces shall not be located in a Front, Side, or Rear Setback, as defined in Chapter 2 of this Title, except when a garage structure is located within the Rear Setback. Surfaced driveways may be used as parking spaces in addition to the requirements herein.
4. All Other Zoning Districts: Required parking spaces shall not be located in a Front or Corner Side Yard, as defined in Chapter 2 of this Title, and shall be located a minimum of twenty five (25) feet from the property line of any adjoining residential zoning district, except as permitted in Section 6-8-11(B) of this Title. Required parking spaces may be located in an interior side yard or rear yard in all non-residential zoning districts, provided in the O/I districts a fully landscaped and maintained strip of at least fifteen feet (15') in the O/Ia and O/Ib subdistricts or eight feet (8') in the O/Ic and O/Id subdistricts is installed and maintained continuously along the perimeter of the applicable rear and interior side yards (excluding driveway or sidewalk entrances, or railroad track frontage).

- C. Size: Every parking space shall conform to the parking dimensions identified on the Off-street Parking Chart found at the end of this Chapter, exclusive of access drive aisles, ramps, etc., and have a minimum vertical clearance of seven (7) feet. For parking spaces adjacent to a curb, the parking space length shall be shortened by two (2) feet to provide sufficient vehicle overhang (see Figure 1). For parking spaces where vehicle overhang is adjacent to a pedestrian walkway, the walkway width shall be a minimum of seven (7) feet to provide unobstructed pedestrian access (see Figure 1).

**Figure 1**  
Vehicle Overhang



#### D. Design and Maintenance:

##### 1. Surfacing:

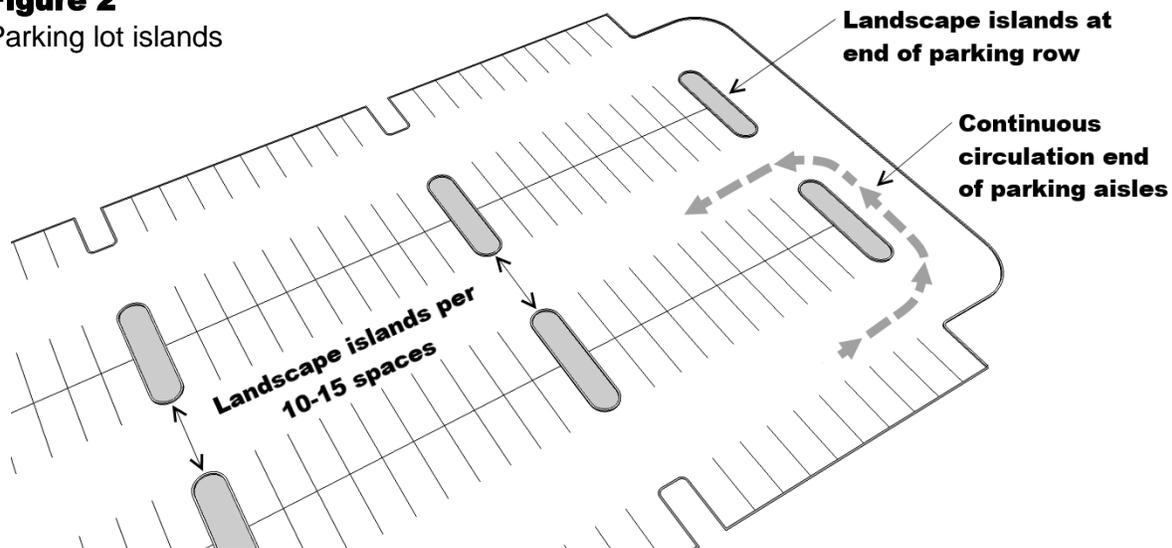
- a. Single-Family Residential: Off-street parking facilities accessory to single-family residential (attached or detached) shall be paved or otherwise surfaced with an all-weather dustless material. The portion of the driveway connecting from the curb line to the property line shall be paved with concrete, asphaltic materials or permanent materials, in accordance with Village Codes.
  - b. All Other Uses: The minimum required off-street parking facilities, spaces and access drives shall be improved with a compacted macadam base, or equal, not less than six inches (6") thick, surfaced with asphaltic concrete or comparable all-weather, dustless material. Any portion of a parking facility containing parking spaces in excess of 10% of the minimum number required herein shall implement innovative stormwater management features (commonly identified as Best Management Practice techniques, BMP), including but not limited to alternate paving surface materials, use of light colored concrete, recycled asphalt permeable pavement materials, bioretention areas, swales, or similar techniques approved by the Village of Lincolnshire; unless it can be demonstrated no further increases in impervious surface coverage will be produced.
2. Drainage: All parking facilities shall be designed to prevent the drainage of stormwater onto adjoining property and to effectively manage stormwater and snowmelt on-site in accordance with Village Codes and the Lake County Watershed Development Ordinance (WDO), including the use of stormwater BMP techniques.
  3. Screening and Landscaping: Parking facilities shall be landscaped in accordance with Section 13-2-4 of Title 13.
  4. Illumination: Illumination of off-street parking facilities shall be in accordance with Section 6-3-15 of this Title. All lighting should create an identity for parking facilities and be appropriately designed for the location, context, and scale of the areas being illuminated.
  5. Curbing: All parking facilities, drives, access roadways, and landscape islands must be bordered by a six (6) inch high concrete barrier curb. Such curbing shall not be required if essential to the design and implementation of stormwater BMP techniques, as approved by the Village and Lake County Stormwater Management Commission (SMC).

#### E. Parking Lot Standards:

1. Parking facilities containing twenty (20) spaces or more shall have one (1) landscape island for every ten (10) parking spaces (see Figure 2). Landscape islands shall be a minimum width of nine (9) feet and a minimum length of nineteen (19) feet. Landscaping shall be in accordance with Section 13-2-4 of Title 13.
2. Landscape islands shall be located at the end of every parking row and shall be landscaped in accordance with Section 13-2-4 of Title 13 (see Figure 2).
3. Parking facilities containing two (2) or more parking aisles shall provide continuous vehicular circulation at each end of the parking aisles and shall be landscaped in accordance with Section 13-2-4 of Title 13 (see Figure 2).
4. A minimum eight (8) foot landscaped area shall be required between all building façades and parking facilities, including parking spaces and circulation drives, and shall be landscaped in accordance with Section 13-2-4 of Title 13.
5. Parking facilities containing forty (40) parking spaces or more shall have one (1) landscape island for every fifteen (15) parking spaces (see Figure 2). Landscape islands shall be a minimum width of nine (9) feet and a minimum length of nineteen (19) feet. Landscaping shall be in accordance with Chapter 2, Landscaping, of Title 13.

**Figure 2**

Parking lot islands



- F. Accessible (ADA) Parking Spaces: Off-street parking spaces required herein shall comply with the 2010 ADA Standards for Accessible Design and Illinois Accessibility Code, except for single-family dwellings, which shall be in accordance with the following requirements:
1. Required Accessible Spaces: ADA accessible parking spaces shall be included in the total number of required parking spaces as required in following table:

ACCESSIBLE PARKING SPACES	
Total Number of Parking Spaces Provided in Parking Facility	Minimum Number of Required Accessible Parking Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1,000	2% of total
1001 and over	20, plus 1 for each 100, or fraction thereof, over 1,000

2. Van Parking Spaces: For every six (6) or fraction of six (6) accessible parking spaces required by (B)(1) above, at least one (1) accessible space shall be a van parking space.

G. Specific Requirements: Off-street parking spaces shall be provided in accordance with the minimum requirements listed below. The format in identifying the minimum number of required spaces is as follows:

{Number of spaces} 10/1,000 {Per square footage, units, seats, etc.}

Unspecified Use: When the use of a structure or lot is known, but not identified in the following parking table, the minimum number of parking spaces required shall be determined based on a reasonably comparable and/or similar use identified.

SEE OFF-STREET PARKING TABLE ON NEXT PAGE

<b>Use</b>	<b>Minimum Number of Required Spaces</b>
<b>Residential</b>	
Single-family detached dwelling	2/dwelling
Single-family attached dwelling, townhome	2.5/dwelling
Single-family attached dwelling, duplex	2.5/dwelling
Continuing care retirement campus (CCRC)	1/independent living unit + 1/employee + 4% of the total required parking for visitor parking
Multi-family dwelling/condominium	1.5/efficiency studio and 1 bedroom units 2.5/2 or more bedroom units
<b>Recreational</b>	
Bowling alley	4/lane + 12/1,000 sq. ft. of lounge or dining area
Golf course	80/9 holes
Park and playground	None for first acre. 5/1 to 5 acres + 5 for each acre in excess of 5 acres + 1/5 persons of design capacity of any structure or facility
Forest preserve/nature preserve	By Village Board
Personal fitness/instruction studio	1/4 persons based on maximum occupancy + 1/employee
Private or public recreation facility and community buildings	1/3 persons based on maximum occupancy + 1/employee + 1/100 sq. ft. of water surface area for any swimming pool facilities
<b>Assembly Uses</b>	
Art galleries, libraries and museums	1/500 SF
Exhibition and convention facilities	1/100 SF
Meeting and events center	1/4 persons at max occupancy
Private clubs, fraternal lodges	1/3 persons at maximum occupancy
Religious institutions	1/4 seats
Theater	1/3 seats

OFF-STREET PARKING TABLE CONTINUED ON NEXT PAGE

Use	Minimum Number of Required Spaces
<b>Institutional</b>	
Child day care center	1/500 SF
College/university or vocational, private educational institution, business or trade school	1/each employee + 1/3 students
Elementary, junior high school	1/each employee
High school	1 each employee + 1/4 students aged 16 years or older
Hospital	1/500 SF + 0.5/ employee
Municipal and government buildings	1/250 SF
Nursing/rest homes	1/1,000 SF
Urgent medical care center/clinic	1/200 SF + 1/employee, including doctors
<b>Industrial</b>	
Cargo and freight terminals	
Cartage and express facilities	
Laboratories or research and development facilities	1/250 SF of Office Space + 1/1,000 SF
Light manufacturing, fabricating, processing, assembly, repairing, storing, servicing or testing of materials, goods or products	of Manufacturing Space + 1/2,000 SF of Warehouse Space
Research laboratories	
Warehouse and storage, distribution facilities	

OFF-STREET PARKING TABLE CONTINUED ON NEXT PAGE

Use	Minimum Number of Required Spaces
<b>Commercial</b>	

Automotive repair facility, service facility	0.5/employee + 2/service bay
Banks and financial Institutions	1/250 SF + 2 stacking spaces/ATM + 3 stacking spaces/drive-up service window
Car rental facilities	1/400 SF of gross leasable area + sufficient parking for rental cars
Catering establishment	
Office, business or professional	
Printing, publishing, blueprinting and photocopying establishments	1/250 SF
Radio and television stations	
Day spa	1/150 SF of gross leasable area
Dispensary organization	1/175 SF of office space + 1/2,000 SF of warehouse/storage space
Hotels	1/unit + 0.5/employee + 1/50 SF of lounge or dining area open to the public
Convenience store	
Drinking establishment	
Food store, including candy/confectionery stores, dairy products and bakeries	
Funeral home	
General retail and service use	
Pharmacy/drug store	1/200 SF
Liquor sales, package goods	
Musical instrument sales and repair shop	
Motor vehicle sales	
Pet shop	
Shopping center	
Performing and visual arts studios	1/employee + 1/every 3 students
Pet daycare, grooming and training	1/500 SF
Physician's office	1/employee + 2/examination room
Restaurants (fast food with drive-thru)	10/1,000 SF + 4 stacking spaces/drive-up service window + 2 stacking spaces for each additional ordering station
Restaurants (fast food)	13/1,000 SF
Restaurants (table service, convenience dining)	12/1,000 SF
Salon (hair, nails, makeup), barber shop	1/employee + 2/chair

Tutoring centers	1/employee + 1/every 3 students
Vehicle fueling station	1/fueling pump + 1/employee + 1/500 SF of convenience store area

END OF OFF-STREET PARKING TABLE

Off-Street Parking Chart

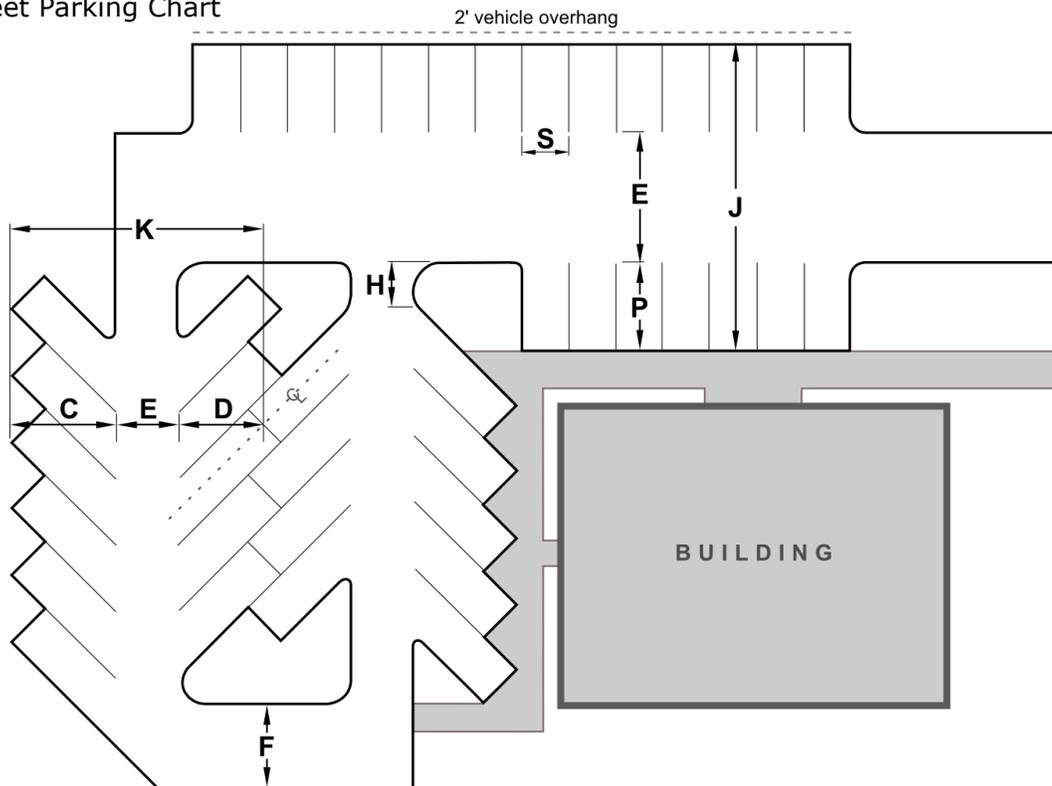


TABLE OF DIMENSIONS (IN FEET)									
	S	P	C*	D	E	F	H	J	K*
0°	8.0	22.0	8.0	8.0	12.0			28.0	8.0
	8.0	24.0	8.0		11.0			27.0	8.0
	8.0	26.0	8.0	8.0	10.0			26.0	8.0
30°	8.5	19.0	16.9	13.2	10.0		6.0	43.8	40.1
	9.0	19.0	17.3	13.4	9.0		6.0	43.6	39.7
45°	8.5	19.0	19.4	16.4	10.8	15.5	9.5	49.6	46.6
	9.0	19.0	19.8	16.6	10.0	16.0	9.0	49.6	46.4
	9.5	19.0	20.1	16.7	9.5	16.5	8.5	49.7	46.3
	10.0	19.0	20.4	16.9	9.0	17.0	8.0	49.8	46.3
60°	8.5	19.0	20.8	18.7	18.0	15.0	12.5	59.6	57.5
	9.0	19.0	21.0	18.8	17.0	15.0	12.0	59.0	56.8
	9.5	19.0	21.3	18.9	15.5	15.0	11.5	58.1	55.7
	10.0	19.0	21.5	19.0	14.0	15.0	11.0	57.0	54.5
90°	8.5	19.0	19.0	19.0	27.0	20.0		65.0	65.0
	9.0	19.0	19.0	19.0	25.0	20.0		63.0	63.0
	9.5	19.0	19.0	19.0	24.0	20.0		63.0	62.0
	10.0	19.0	19.0	19.0	23.0	20.0		61.0	61.0

## Notes:

$$\mathbf{J} = C + E + C$$

$$\mathbf{K} = C + E + D$$

\*Except as shorten for 2 ft. vehicle overhang per Section 6-11-2(A)(3).

---

### 6-11-3: Off-Street Loading Facilities

#### A. General Requirements

1. Location: All required loading berths (docks) shall be located on the same zoning lot as the structure or use to be served. No loading berth shall be located within twenty five (25) feet of the nearest point of intersection of any two (2) public or private streets; nor shall it be located in a required front or side yard.
2. Design
  - a. Maneuvering: All loading berths shall be designed so that all maneuvering and standing of vehicles shall be performed on the zoning lot, except in parking lots with a capacity of less than fifty (50) cars in the O/Ic, O/Id and M Districts.
  - b. Screening: All loading berths shall be fully screened from view of any public or private street and any adjacent property zoned for residential use. Screening materials shall consist of landscaping, walls, berms or any other permanent material which will provide continuous screening throughout the entire year.
  - c. Access: All loading berths shall be accessed by appropriate means of vehicular access to a street, alley, or circulation drives which least interferes with traffic movements.
3. Surfacing: All open loading berths shall be improved with a compacted macadam base not less than seven inches (7") thick, or equal, surfaced with not less than two inches (2") of asphaltic concrete or comparable all-weather, dustless material. The use of alternate paving surface materials, including but not limited to the use of light colored concrete, recycled asphalt, and permeable pavements such as porous pavement and alternate pavers is encouraged.
4. Repair and Service: Storage of any kind shall be prohibited, unless such loading berth is located entirely within an enclosed structure. No vehicle repair work or service of any kind shall be permitted within any loading berth.
5. Space Allocated: Space allocated to a required loading berth shall not be used to satisfy off-street parking space requirements.

- B. Specific Requirements: Off-street loading facilities shall be provided in accordance with the following minimum requirements:

SEE OFF-STREET LOADING TABLE ON NEXT PAGE

Use	Gross Floor Area (Square Feet)	Number of Loading Facilities	Loading Berth Size
Office, business or professional	Less than 10,000	1 loading/unloading area	N/A
	10,001 – 100,000	1 loading berth	12' x 55'
	100,001 – 500,000	2 loading berths + 1 loading berth per each additional 500,000 SF or fraction in excess of 500,000 SF	12' x 55'
Industrial and manufacturing	Less than 7,000	1 loading/unloading area	N/A
	7,000 – 40,000	1 loading berth	12' x 55'
	40,001 – 100,000	2 loading berths + 1 loading berth per each additional 100,000 SF or fraction thereof	12' x 55'
Warehouse	5,000 – 40,000	1 loading berth	12' x 55'
	40,000 – 100,000	2 loading berths + 1 loading berth per each additional 100,000 SF or fraction thereof	12' x 65'
	Less than 5,000	1 loading/unloading area	N/A
Commercial	7,000 – 20,000	1 loading berth	12' x 30'
	20,001 – 35,000	2 loading berths	12' x 30'
	35,001 – 60,000	2 loading berths	12' x 55'
	60,001 – 100,000	3 loading berths	12' x 55'
	100,001 +	3 loading berths + 1 loading berth per each 200,000 SF or fraction thereof	12' x 55'



**ITEM SUMMARY**

<b>Reviewing Body / Meeting Date:</b>	Committee of the Whole – June 8, 2020
<b>Subject:</b>	Electric Vehicle Charging Stations Text Amendment
<b>Action Requested (Address – Petitioner):</b>	Preliminary Evaluation of a Text Amendment to Title 6 (Zoning), Chapter 11 (Off-Street Parking & Loading) of the Lincolnshire Village Code to Permit and Regulate Electric Vehicle Charging Stations as an Accessory Use to Parking Facilities in All Zoning Districts (Electrify America, LLC)
<b>Prepared By:</b>	Tonya Zozulya - Planning & Development Manager
<b>Staff Recommendation:</b>	Referral to the Zoning Board for a Public Hearing
<b>Meeting History:</b>	N/A
<b>Tentative Meeting Schedule:</b>	Zoning Board – TBD Committee of the Whole – TBD Regular Village Board - TBD
<b>Reports/Documents Attached:</b>	<ol style="list-style-type: none"> <li>1) Petitioner’s presentation packet, submitted by Electrify America, LLC, dated June 3, 2020</li> <li>2) Draft text amendment to Title 6 (Zoning), Chapter 11 (Off-Street Parking &amp; Loading) of the Lincolnshire Village Code</li> <li>3) Lincolnshire Walgreens Pharmacy and Adlai E. Stevenson High School Level 2 electric vehicle charging stations photos</li> <li>4) Community survey results</li> </ol>

**Request Summary**

Electrify America, LLC (the petitioner) seeks a text amendment to Title 6 (Zoning), Chapter 11 (Off-Street Parking & Loading) of the Lincolnshire Village Code (“Village code”) to permit and regulate electric vehicle (“EV”) charging stations in the Village as an accessory use to parking facilities in all zoning districts. A text amendment is required to allow the petitioner, who specializes in fast-charging EV equipment installation, to install a Level 3 charging station in the Bank of America parking lot at 195 Milwaukee Avenue. The amendment will also regulate other EV stations in the Village.

**Project Description**

As described in the petitioner’s cover letter and shown in the presentation packet (see attached Document 1), there are three levels of EV chargers currently available on the market. Level 1 stations (also referred to as regular residential outlets) require a 120 volt, alternating current plug provided with the car and no charging equipment. They are typically located inside a garage and take 12-15 hours to charge a fully depleted battery. They are compatible with all electric vehicles. Level 2 stations are faster than Level 1, with a 240 volt, alternating current plug, taking 4-6 hours to charge a fully depleted battery. They are typically installed in residential developments, schools, as well as commercial and office developments. They are compatible with all electric vehicles. Level 3 stations are the fastest, requiring a 480 volt, direct current plug with additional equipment consisting of chargers, switchgear, power cabinets, and utility meters (see attached Document 1 for photos). Level 3 stations are capable of charging 80% of car battery in 30 minutes, and are typically installed in high-traffic commercial areas. The petitioner indicated their chargers are compatible with all types of electric vehicle models; however, there are other chargers on the market that only serve specific vehicles. The petitioner indicates their chargers are geared toward EV consumer cars and light-duty trucks, but not freight trucks.



The Village code currently does not address EV charging stations. In 2011, staff received a request for a Level 2 station in the Walgreens Pharmacy parking lot at 225 Milwaukee Avenue. After consulting with the Village Board who did not have objections to the proposal, staff issued a building permit for an EV station along the east property line in a location that is not physically or visually obtrusive. In recently speaking with the Walgreens store manager, staff learned Walgreens does not have any data regarding the current usage of this station and has not observed any charging activity. Representatives from Adlai E. Stevenson High School indicated they also have a Level 2 charging station on campus which did not go through the Village approval process (see attached Document 3 for photos). There are currently no Level 3 stations in the Village, and the nearest Level 3 station is available at the Lake Forest Oasis Travel Plaza along I-94. Level 3 stations are most in demand as they allow for the fastest charging speed. The petitioner indicated in their cover letter they recently installed, or are in the process of installing, Level 3 stations in Glenview, Lincolnwood, Woodridge, and other Chicagoland locations with a building permit only. The petitioner also installed Level 3 stations in Schaumburg, but applied for a text amendment prior to issuing a building permit. The petitioner noted their desire to space Level 3 EV stations 15-25 miles apart. Besides Electrify America's current request, the Village previously received an indication from The St. James complex owners regarding their interest in installing a future EV station on the TSJ property.

### **Surrounding Community Survey**

Staff has conducted a Northwest Municipal Conference (NWMC) survey to learn about EV charging station regulations in local communities. Out of 10 responses received, nine communities indicated they allow EV stations (eight with building permit only and one with ARB design review). Some communities indicated chargers and related equipment must meet setback requirements and no commercial advertising is allowed. In addition to the NWMC survey, staff contacted neighboring communities and learned that Lake Forest, Deerfield, Buffalo Grove, and Highland Park allow EV stations with a building permit only (although Deerfield has sometimes required a PUD amendment for large developments). Lake Bluff requires design review and waives permit fees to encourage EV stations in their community. Schaumburg is the only community surveyed that has an EV station code (see attached Document 4).

### **Proposed Text Amendment**

Staff, in consultation with the Village Attorney, reviewed the existing EV station sites in the region as well as regulations in local communities and drafted specific EV station regulations to amend Title 6 (Zoning), Chapter 11 (Off-Street Parking & Loading) of the Lincolnshire Village Code. Staff recommends a text amendment to comprehensively address EV stations, given their overall footprint and aesthetic impacts, as proposed below.

- **Permitted Uses/Zoning Districts:** EV charging stations are proposed to be permitted as an accessory use to parking facilities with a building permit only, without ARB or Village Board review/approval, if they meet all code requirements, for the following uses:
  - All non-residential uses in any zoning district (e.g., shopping centers, recreation facilities, office parks, hotels, churches, schools, library); and
  - All multi-family residential uses with a prior Special Use/PUD designation in any zoning district (e.g., Camberley Club, Lincolnshire Trails, 444 Social).
- **Location:** The location must minimize vehicular and pedestrian conflicts while maintaining site aesthetics.
- **Height:** The maximum height of charging stations and related equipment is proposed at 8' from the established grade (based on the typical height of Level 3 station equipment). Level 2 stations typically require a height of up to 4'.
- **Screening:** Charging station equipment must be screened from adjacent properties and the right-of-way with a screen and adjacent evergreen plantings that are sufficiently tall and dense. Screens must be designed of a material compatible with the principal building. No screens would be required if the site provides sufficient screening through an existing building or another structure



- located in close proximity to the charging station equipment.
- **Signage:** Only signs required to identify the purpose and function of the charging station and corresponding parking space would be allowed. Advertisements will be prohibited.
- **Parking Spaces:** Charging station spaces may be included in the overall calculation of minimum parking spaces required for the primary use (e.g., a bank), provided that charging station spaces do not reduce the dimensions of adjoining spaces or the parking aisle or reduce the number of available spaces below the minimum required by Village code.
- **Accessibility:** A minimum of one accessible charging station with an adjacent accessible parking space will need to be installed per development in compliance with all local, state, and federal accessibility requirements.
- **Pavement Marking:** White or yellow pavement lettering that states "EV Charging Only" as well as markings necessary to delineate spaces will be allowed.
- **Equipment Protection:** All equipment will need to be protected via curbing, bollards, or similar safeguards.

Attached is the proposed draft code incorporating the above regulations (see attached Document 2). If future EV station requests do not meet code requirements, they will need to go through the variance process which involves a preliminary evaluation by the Village Board, a public hearing by the Zoning Board, and final approval by the Village Board.

#### **Approval Process**

Text amendments require a public hearing by the Zoning Board and final review/approval by the Village Board per Village code section 6-14-10. If this request is referred to the Zoning Board, a public hearing will be scheduled once the Village resumes in-person meetings.

#### **Staff Recommendation / Next Steps**

The petitioner and staff seek the Village Board's direction regarding the proposed text amendment and specific draft regulations, as well as referral to the Zoning Board for a public hearing.

Lincolnshire Walgreens Pharmacy  
Existing Level 2 EV Charging Station



Adlai E. Stevenson High School  
Existing Level 2 EV Charging Station



Planning & Development Manager Zozulya noted the next steps in the process if it is the consensus of the Board to approve the subdivision contingent upon the property owner signing the water and sewer agreement, this would be on the consent agenda at the next Regular Village Board meeting for approval.

It was the consensus of the Board to place this item on the Consent Agenda for approval at the next Regular Village Board Meeting.

**2.12 Preliminary Evaluation of a Text Amendment to Title 6 (Zoning), Chapter 11 (Off-Street Parking & Loading) of the Lincolnshire Village Code to Permit and Regulate Electric Vehicle Charging Stations as an Accessory Use to Parking Facilities in All Zoning Districts (Electrify America, LLC)**

Planning & Development Manager Zozulya provided a summary of a preliminary evaluation of a Text Amendment to Title 6 (Zoning), Chapter 11 (Off-Street Parking & Loading) of the Lincolnshire Village code to permit and regulate electric vehicle charging stations as an accessory use to parking facilities in all zoning districts.

Mr. Bryce Christensen with Kimley-Horn, Civil Engineering & Design Consultant for Electrify America, LLC, provided a presentation regarding a preliminary evaluation of a Text Amendment to Title 6 (Zoning), Chapter 11 (Off-Street Parking & Loading) of the Lincolnshire Village Code to permit and regulate electric vehicle charging stations as an accessory use to parking facilities in all zoning districts.

Mayor Brandt asked why the location for this would be Bank of America versus some other location in Lincolnshire. Mr. Christensen noted Electrify America, LLC has an agreement with the sites to lease the parking spaces. Electrify America, LLC may be working on other sites in Lincolnshire but already has a nationwide agreement with Bank of America. Mayor Brandt asked why there were four proposed versus two; is there a savings to having more stations together regarding equipment. Mr. Christensen stated there is an economy of scale.

Trustee Leider stated he is supportive of the concept, but wanted to make sure this is the right place for this type of use. Trustee Leider noted he wants to be sure any installation of this type is visually attractive and meets Village standards.

Trustee Leider asked how these units are maintained once they are installed. Mr. Christensen stated there is a maintenance agreement; Electrify America, LLC owns and maintains all the equipment. Trustee Leider noted concern with approving the text amendment which would allow for this all over the Village in all zoning districts. Trustee Leider expressed concern about the potential for a variety of different

vendors performing these installations and not just Electrify America, LLC.

Mayor Brandt asked if this was approved under a Planned Unit Development (PUD) would they have to amend the PUD. Planning & Development Manager Zozulya stated the PUD would not have to be amended and would be allowed with a building permit only. The text amendment would set this up to be approved administratively without Board approval. Trustee Leider noted concern with the proposed approval process and suggested each proposed would need Board approval. Trustee Leider noted additional concern with the aesthetics of the charging stations.

Planning & Development Manager Zozulya noted approvals can go through just the Architectural Review Board (ARB) or approval by the ARB then the Village Board.

Trustee Grujanac asked how they will accommodate parking requirements as it relates to these charging stations. Village Attorney Simon noted the proposed code language addresses the parking requirements, and the number cannot be reduced below the minimum required.

Trustee Hancock asked how this generates revenue. Mr. Christensen stated electricity is sold at a per kwh to users who charge their vehicles. Mr. Ben Moore with Electrify America, LLC confirmed they generate revenue from the time connected to the dispenser. Users can purchase a subscription to Electrify America for the charging station use. The car owners are alerted on their phone that they have 10 minutes to relocate the car to allow others to charge. Trustee Hancock asked if the site location receives any revenue. Mr. Christensen stated there is a lease agreement between Electrify America, LLC and the site host.

Trustee Hancock asked for an explanation of the different levels of charging. Mr. Christensen stated a level 2 is a much smaller charging unit that would take longer to charge a vehicle and a level 3 will charge a vehicle in 30 minutes or less.

Trustee Hancock asked what would happen if a business went bankrupt that had the charging stations; would it be up to the land owner to have these removed. Mr. Christensen stated for the purpose of the text amendment, this could be something the Board may want to consider including in the code language.

Trustee Hancock asked if Bank of America considered nearby businesses use of the stations. Mr. Christensen stated it is anticipated to be used by the citizens of Lincolnshire and the general public. Trustee Hancock asked if other business owners were approached. Mr.

Christensen stated he did not know if or what other businesses may have been approached and staff may be able to answer this.

Mayor Brandt asked if Baseline needed to approve this. Planning & Development Manager Zozulya stated Bank of America is a separate zoning lot from the Village Green development property; so there is no approval needed by Baseline.

A conversation regarding Bank of America's parking lot size, the Village parking code requirements, and traffic in the area followed.

Trustee Hancock asked if there were any safety hazards with the equipment and keeping them out in the open. Mr. Christensen stated there are a number of safety mechanisms in place on the equipment in order to keep them safe.

Trustee Raizin asked if there was sales tax associated with the purchase of this power. Mr. Moore stated he believed there was sales tax associated with the fees charged for usage of the equipment. Mayor Brandt asked if he could predict what the annual sales tax was based on a similar project. Mr. Moore did not have this information available but would report back to the Board. Mayor Brandt asked for some data statistics for other stations in Illinois.

A conversation regarding next steps for the proposed text amendment followed. Trustee Hancock noted he would like to hear from the potential landlords and gather the statistics requested prior to moving this forward.

Village Attorney Simon asked if there was potential for the equipment to get smaller with time. Mr. Christensen stated he thought there was a chance the equipment could be condensed but it would be quite some time before this would happen.

Village Attorney Simon noted if the Board wants more control over aesthetics, these would need to be approved by the ARB case-by-case, then the Village Board.

It was the consensus of the Board for Electrify America, LLC to provide additional information on their business model, sales tax revenue statistics, customer statistics, feedback from Bank of America, other possible locations, and for staff to provide additional options for the text amendment approvals prior to moving this forward for approval.

## 2.2 Finance and Administration

### **2.21 Staff Report Regarding Reopening Village Facilities Plan – COVID-19 Policies and Procedures (Village of Lincolnshire)**

Assistant Village Manager/Community & Economic Development (CED)



#### **ITEM SUMMARY**

<b>Reviewing Body / Meeting Date:</b>	Committee of the Whole – July 13, 2020
<b>Subject:</b>	2020 Food Truck Friday, Heroes Night, and Pop-Up Art Market
<b>Action Requested (Address – Petitioner):</b>	Consideration of 2020 Food Truck Friday, Heroes Night, and Pop-Up Art Market Events (Village of Lincolnshire / Amdur Productions)
<b>Prepared By:</b>	Tonya Zozulya - Planning & Development Manager
<b>Staff Recommendation:</b>	Consideration of 2020 Food Truck Friday, Heroes Night, and Pop-Up Art Market Events
<b>Meeting History:</b>	<a href="#">Committee of the Whole – April 27, 2020</a>
<b>Tentative Meeting Schedule:</b>	N/A
<b>Reports/Documents Attached:</b>	1) Pop-Up Art Market packet submitted by Amdur Productions.

#### **Background**

At the April 27, 2020, Committee of the Whole meeting, the Village Board (“Board”) decided to cancel the 4<sup>th</sup> of July “Red, White, & BOOM!” festival and fireworks due to the uncertainty surrounding the COVID-19 pandemic. The Board also canceled the Food Truck Friday season through at least July 4 for the same reason and elected to reevaluate the viability of the remainder of the 2020 special events schedule in July.

#### **Food Truck Friday and Heroes Night – Village-Sponsored Events**

As our region entered [Phase 4](#) of the [Restore Illinois plan](#) on June 26, limitations on gatherings were relaxed to allow gatherings of up to 50 people with safety and social distancing measures. Staff has been in close contact with the Lake County Health Department regarding local restrictions on events involving food sale and consumption, which would affect Food Truck Friday and Heroes Night. Food Truck Friday was originally scheduled for every other Friday beginning May 29 through August 21. Heroes Night was scheduled for August 28.

In speaking with Lake County’s Health Department, staff learned the County is issuing food truck permits on a case-by-case basis. Eight trucks that originally signed up for our event recently stated they are still interested in participating, with one originally booked truck being out of business. Staff also spoke with Van Vlissingen & Company, owner of 300 Knightsbridge Parkway where the event was originally scheduled to be held, and learned they were hesitant to host this event this year, given the uncertainty of how large a potential crowd might grow for each event.

The current gathering size restrictions and unknowns about the timing of the state possibly relaxing crowd limitations (as well as the focus of the events on families and children with the format and activities requiring direct contact with rides/equipment and vendors), presents challenges for staff to plan and manage special events in compliance with state and county requirements. Chief of Police Leonas shares this concern specifically for Heroes Night as it relates to large gatherings and challenges with social distancing for some activities. Therefore, staff requests the Board’s consideration whether these events should be canceled this year. If the Board decides to cancel one or both events, staff will notify event partners and sponsors and prepare a press release for wide distribution. Staff intends to bring information regarding the remaining 2020 special events (Boo Bash on October 23, and the Holiday Tree Lighting on December 4) for the Board’s consideration in late August.



**Pop-Up Art Market – Amdur Productions Event**

Staff received a request from Amdur Productions to hold a Pop-Up Art Market event on August 15 and 16 at the Village Green Center, in lieu of the traditional art festival they host every year in the same location (see attached Document 1). The packet shows the event format, pedestrian circulation, and safety plan. As proposed, the event would be limited to a total of 110 people (50 artists in booths spaced at least 6 feet apart, 50 attendees, and up to 10 Amdur staff). As a reference, the traditional Art Festival typically consists of 100 booths. The proposed group size maximum would exceed the guidance in the Restore Illinois plan. Online or on-site reservations would be required and Amdur Productions staff would monitor access and attendance levels. There would be no tables, chairs, music, or children’s activities. It is possible the current state-mandated gathering size cap of 50 people will be increased in August, allowing Amdur Productions to accommodate 110 people at any given time during their event (110 is the proposed size as mentioned above). Amdur Productions indicates they are prepared to adjust the event size as needed to comply with the maximum gathering size and observe all social distancing and safety requirements in effect in the middle of August.

Staff believes this event could be allowed as Amdur will ensure the event size is in compliance with state requirements by requiring advance registration, on-site crowd control, and contactless format. However, staff requests direction from the Board on whether to issue temporary event permits for this event, depending on the Board’s sentiment for groups of this size. If the Board authorizes the revised event with the condition that all state requirements are met prior to the start of the event (including those regarding the gathering size) and the landlord’s approval is obtained, Amdur Productions will start their planning and apply for necessary temporary use, tent, and signage permits with the Village. The Village would issue permits based on state guidelines in effect in August. Amy Amdur, the owner of Amdur Productions, plans to attend the July 13 meeting to share additional information.

**Approval Process**

The Village Board can make determination regarding these events at the July 13, 2020 or subsequent meetings.

**Staff Recommendation / Next Steps**

Staff and Amdur Productions request the Board’s consideration and direction regarding these events at the July 13, 2020, meeting.

## Document 1

### Lincolnshire Pop Up Art Market

#### Date:

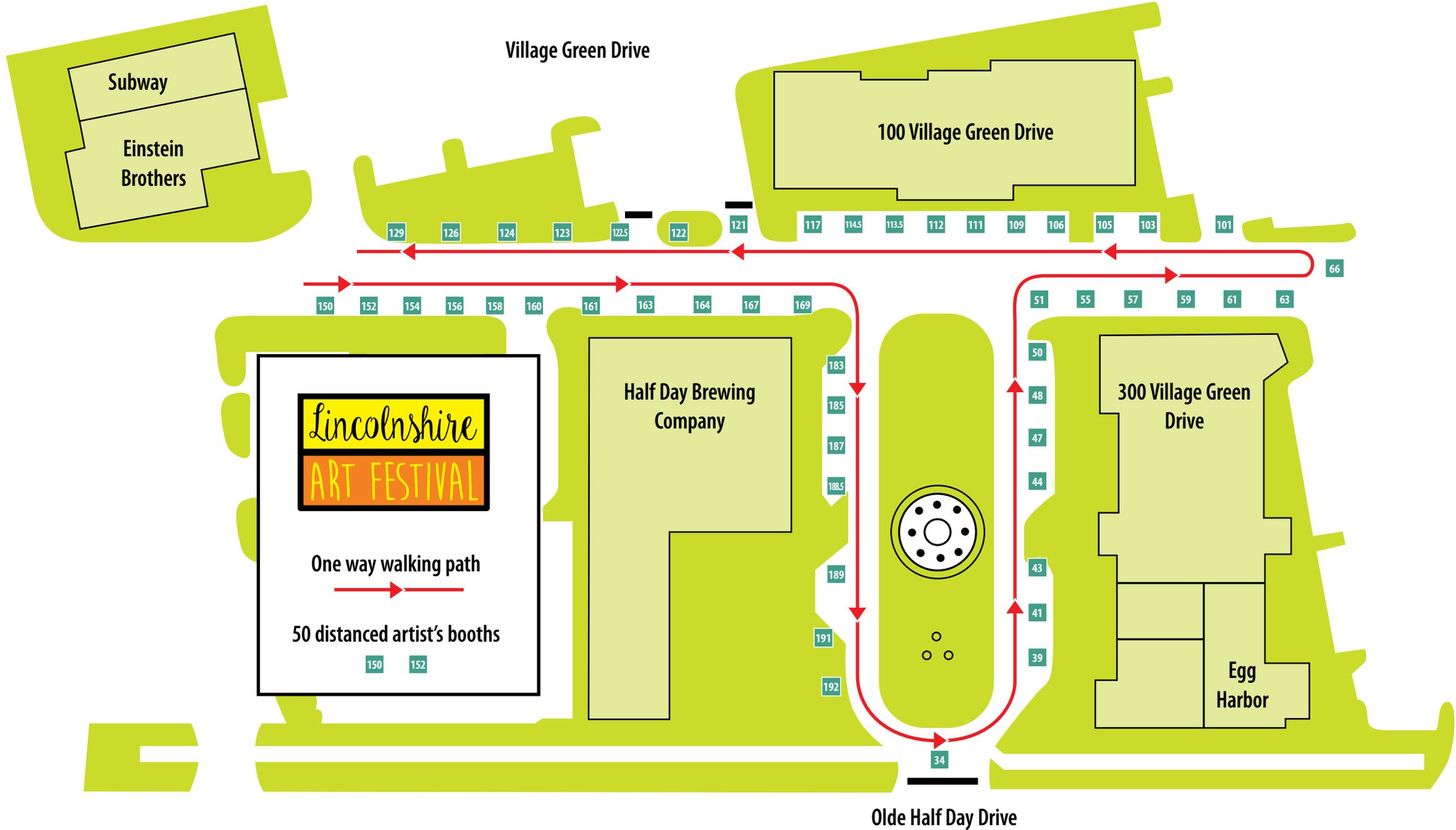
August 15-16, 2020

#### Hours:

Saturday and Sunday 10am-5pm

#### Modifications from a traditional art festival to pop up art market:

1. Significantly reduce number of artists booths to allow for proper social distancing
2. Monitor the number of attendees at any given time. Attendees pre register for their arrival time.
3. Only one person (or one family unit) allowed in a 10x10 booth at a time
4. Remove all event "add ons" such as but not limited to;
  - a. Youth Art Tent
  - b. Music
  - c. Tables & Chairs
5. Enforce unidirectional traffic (indicated on map)
6. Supply extra hand sanitizing stations
7. Encourage touchless payment i.e venmo, chase quick pay, qr codes and more
8. Follow Amdur Productions Covid Safety Plan (see attached)
9. More modifications may be put in place prior to the pop up



Village Green Drive

Subway

Einstein Brothers

100 Village Green Drive

129

126

124

123

122.5

122

121

117

114.5

113.5

112

111

109

106

105

103

101

66

150

152

154

156

158

160

161

163

164

167

169

183

185

187

188.5

189

191

192

51

55

57

59

61

63

50

48

47

44

43

41

39

34

Lincolnshire  
ART FESTIVAL

One way walking path

50 distanced artist's booths

150

152

Half Day Brewing Company

300 Village Green Drive

Egg Harbor

Olde Half Day Drive



## **Art Festival Safety Protocol Options for 2020**

### **Festival Layout On Site Changes**

1. Monitored foot traffic
  - a. The public will be asked to pre-sign up for their designated festival arrival time and we will monitor the number of people at the festival at any given time.
  - b. High Risk Hours: The first hour of the festival will be designated to anyone from the public who wants to attend to browse the art but is considered to be in the high risk category. (by age, health, preg, etc. )
2. Increase spacing on site
  - a. Artists' booths will be spaced with 6 feet (or more) between each booth.
  - b. Amdur productions will create wider aisles for the public as space allows.
3. Uni-Directional Walking Patterns
  - a. Amdur Productions will premark designated walking patterns indicating one way traffic only.
4. Eliminate mutual on site touch points
  - a. Remove all unanchored tables and chairs to prevent the spread of germs and congregating
  - b. Remove youth art tents, graffiti walls, on site photo opportunities and similar
  - c. Remove points of gathering; including food vendor booths and music stages
  - d. Supply only open top garbage cans so no touching is required
5. Supply infection prevention supplies in large numbers on site, including sinks with soaps and hand sanitizers to minimize risks of transmission from surfaces.
6. Identify a space that can be used to isolate staff or participants who become ill (example, a defined tent space)
7. No dogs allowed on site
8. Eliminate non profit booths



**AMDUR  
PRODUCTIONS**

### **Artists On Site Festival Changes**

1. No Artists Flip Bins
  - a. Gallery wall with clean copies in back
  - b. Or gloves and hand sanitizer
2. Artists help by
  - c. Keeping hand sanitizer in their booth/hand wipes
  - d. Artists are the only ones allowed to touch the artwork/prints
  - e. Limit cash handling and credit card swiping
    - i. Try to use Venmo, ChaseQuick Pay and more
  - f. Only allow a certain number of people in their booth at a time
  - g. No propanel rentals
  - h. Artists invite a limited number of people into their booth. Public stands in que until the artist waives them in.
  - i. Jewelers create a front line with cases to prevent the public from entering inside their booth.
  - j. Artists to set their own procedures and include signage in booth

### **Marketing Festival Changes**

1. Amdur Productions will actively communicate with artists, staff and festival goers well in advance and discourage those who are sick, fever, recovering from attending the festivals.
2. Amdur Productions will publicize the use of face coverings for all attendees, artists and staff.



**ITEM SUMMARY**

<b>Reviewing Body / Meeting Date</b>	Committee of the Whole – July 13, 2020
<b>Subject:</b>	Planning Application and Escrow Fees
<b>Action Requested (Address – Petitioner):</b>	Consideration of Recommendations regarding Planning and Escrow Fees in Title 1 (Administration), Chapter 15 (Comprehensive Fee Schedule) of the Lincolnshire Village Code for Various Administration, Zoning, Sign Control, and Subdivisions & Land Development Fees; and Chapter 8 (Village Finances) regarding the Reimbursement of Village Expenses (Village of Lincolnshire)
<b>Prepared By:</b>	Carol Lustig – Administrative Assistant Tonya Zozulya – Planning & Development Manager Ben Gilbertson – Assistant Village Manager/Community & Economic Development Director
<b>Staff Recommendation:</b>	Consideration and direction regarding Planning Application and Escrow Fees
<b>Meeting History:</b>	N/A
<b>Tentative Meeting Schedule:</b>	Committee of the Whole – August 10, 2020
<b>Reports / Documents Attached:</b>	1) <a href="#">Title 1 (Administration), Chapter 8 (Village Finances) of the Lincolnshire Village Code regarding reimbursable expenses</a> 2) <a href="#">Title 1 (Administration), Chapter 15 (Comprehensive Fee Schedule) of the Lincolnshire Village Code regarding application fees</a> 3) Lincolnshire’s application and escrow fee summary 4) Survey of comparable communities

**Request Summary**

The [Community & Economic Development Department’s \(“CED”\) 2020 goals](#) include the review of the Village’s planning and escrow fees, survey of communities, and development of recommendations for the Village Board’s consideration regarding appropriate fee amendments. Examples of planning and escrow fees include, but are not limited to, petitions for annexations, special use permits, variances, and subdivisions. Staff recently surveyed comparable community fees and requests Village Board feedback and direction regarding staff recommendations for potential revisions and clarifications to Title 1 (Administration), Chapters 8 (Village Finances) and 15 (Comprehensive Fee Schedule) of the Lincolnshire Village Code (“Village code”).

**Project Overview & Staff Research**

[Village code section 1-8D](#) (see attached Document 1) establishes the process and procedure for the Village to seek reimbursement for actual expenses incurred by the Village associated with building permits and planning applications, including legal, engineering, planning, and forestry expenses. Historically, staff has applied the code to recoup consultant/third-party expenses (e.g., attorney charges, public hearing notice publication, recording fees) and CED staff time spent writing reports for the Village Board and advisory boards. Reimbursement for these fees is made possible via a cash advance/escrow account set up for each request when the application is filed. The petitioner submits an initial deposit to cover variable expenses depending on attorney and staff time involved as well as other third-party fees (see attached Document 3). The initial amount of the escrow varies depending on the nature of the petition, and



additional funds are collected if the escrow account is depleted during the petition process. Any remaining account balance is returned to the petitioner upon project completion. Village Attorney and other consultant fees are based on their billable rates and staff time is based on the Village's annual overhead rate (\$84.98 in fiscal year 2020). Chapter 8 was last amended in 2007 (Ordinance No. 07-2981-09) to add building permit reviews to reimbursable expenses.

Various sections of [Title 1, Chapter 15](#) (see attached Document 2) set forth fixed application fees for planning and zoning petitions. The current application fees include both fixed and variable fees (e.g., annexation and site plan review fees which are based on the subject property acreage). Staff was unable to locate records regarding when planning application fees were last amended.

Staff conducted a survey of comparable communities regarding their application and escrow fees as shown in Table 1 below and Document 4. Lincolnshire's current fees fall in the middle of the range for all application fee types. Seven of the eight communities surveyed have escrow fees, with Deerfield being the only community that does not). Six communities use escrows for consultant/third-party fee reimbursement only. Northbrook is the only community that also charges for planning staff time related to planning applications. Bannockburn and Vernon Hills have the ability to charge a 10% administrative fee for escrow account management.

**Table 1: Planning/Zoning Petition Application Fees in Lincolnshire and Surrounding Communities**

Application Fee	Lincolnshire*	Bannockburn	Deerfield	Highland Park	Lake Bluff	Lake Forest	Northbrook	Vernon Hills	Winnetka	Lincolnshire's Ranking (Highest to Lowest Fees)**
Special Use	\$500	\$250	\$175 (plus legal notice)	\$1,000	\$750 (plus \$10/acre over 1 acre)	\$755 (existing) \$1,035 (new)	\$250	\$750	\$935	6 of 9
Variance	\$250	\$250	\$175 (plus legal notice)	\$225-\$500	\$500 (minor) \$750 (major)	\$287	\$350 (residential) \$600 (other)	\$100 (residential) \$500 (other)	\$400 (ZB) \$800 (VB)	5 of 9 (if minimum fee is used) 7 of 9 (if average fee is used)
Zoning Map Amendment (Rezoning)	\$500	\$250	\$175 (plus legal notice)	\$750	\$750	\$3,328	\$500	\$750	\$800	6 of 9
Zoning Text Amendment	\$500	\$250	\$175 (plus legal notice)	\$750	\$750	\$3,328	\$250	\$750	\$800	6 of 9
Annexation (per acre)	\$500	N/A	\$175 (plus legal notice)	N/A	\$1,000	N/A	N/A	N/A	N/A	2 of 3
Pre-Annexation Agreement	\$500	N/A	N/A	N/A	\$500/ac	N/A	N/A	N/A	N/A	Tied for first
Appeals	\$100	\$250	N/A	N/A	\$100	\$150	\$350	\$100	\$450	Tied for last
ARB Minor	\$250	\$75	N/A	\$100-\$250	\$100	N/A	N/A	N/A	\$125	1 of 5
ARB Major	\$500/structure	\$150-\$250	N/A	\$500	\$300	N/A	N/A	N/A	\$450	Tied for first
Planned Unit Development	\$2,000	\$250/phase	\$175 (plus legal notice)	\$2,000 (new) \$750 (minor amendment) \$1,500-\$1,000 (major amendment)	\$2,000	N/A	\$500	\$1,000 (preliminary) \$500 (final)	\$935	Tied for first
Site Plan Review	\$50/acre (\$150 min; \$2,500 max)	\$250	N/A	N/A	\$300	N/A	N/A	\$200-\$500	N/A	N/A
Sign Variance	\$250	\$250	\$175 (plus legal notice)	\$500	\$150	N/A	N/A	\$500	\$220	3 of 7
Subdivision	\$1,000 (plus \$1,300/acre)	\$2,000 (preliminary) \$1,000 (final)	N/A	\$400-\$700 (plus \$50/lot over 4)	\$1,000	\$2,184 (minor) \$3,822 (major)	\$300 \$50/lot (no work)	\$1,000 (preliminary) \$500 (final)	\$935	N/A

Note: \*The Village has waived application and escrow fees (staff time only) for local non-profits per Code Section 5-3-2A.

\*\*Rankings are based on comparable fee methodologies across all communities. Fees with variables or different ways to assess were assigned a score of "N/A".



### **Staff Recommendation / Next Steps**

#### ***Title 1, Chapter 8 – Planning Escrows and New Administrative Fee***

Similar to Bannockburn and Vernon Hills, staff recommends instituting a new one-time administrative fee for the management of each escrow account. Petitioners would submit the fee along with their initial escrow deposit and would not be assessed for any subsequent deposits for the same escrow account. The fee would be used to partially offset CED and Finance overhead associated with opening accounts, making deposits, monitoring account activity, drawing funds, refunding balances, and reconciling/closing accounts. Escrow accounts for larger projects/deposits require additional staff time to administer due to longer approval times and greater account activity. Staff proposes the new administrative fees as follows:

- Initial escrows up to \$1,000 - \$50 (applicable to all escrows except PUDs and subdivisions)
- Initial escrows over \$1,000 - \$75

If the Village Board is supportive of this fee, appropriate sections of Title 1, Chapters 8 and 15 would need to be amended (note: actual escrow fees will not need to be reflected in the code as they are not fixed).

Additionally, staff proposes to clarify Village code section 1-8D to state reimbursable expenses apply to all planning applications, rather than only to annexations, rezonings, special use permits, variances, and plats of subdivision listed in the code (PUDs, text amendments, appeals, and ARB reviews are currently not mentioned).

Staff also seeks the Board's direction regarding the following:

- 1) Should escrow accounts be used to charge for additional staff time involved in reviewing planning/zoning applications, as opposed to the current practice where fees are charged only for CED staff time spent preparing and writing reports? Additional staff time would include building, engineering, and forestry reviews of planning applications, as these disciplines are also applied to a variety of planning/zoning applications, but the time spent on these services is not currently being recouped.
- 2) Should the planning fees – as well as other applicable fees in the Comprehensive Fee Schedule – be increased automatically every year by a certain percentage or a flat amount? This would prevent fees from becoming outdated if not reviewed on a regular basis. If the Board is interested in this, staff will perform additional research and provide recommendations for the Board's consideration.

#### ***Chapter 15 – Planning Application Fees***

Based on the survey of application and escrow fees in surrounding communities, staff does not believe increases to the current application fees are warranted. However, staff has identified an opportunity to create new fees for certain applications that are not currently addressed in the Comprehensive Fee Schedule. The Comprehensive Fee Schedule currently provides a PUD application fee (\$2,000), special use permit fee (\$500), and an annexation fee (\$500/acre), but does not provide fees to amend existing PUDs, special use permits, or annexation agreements (which can be less complex than new requests). Staff recommends the following new fees be incorporated into Title 1, Chapter 15 (these application types will also be subject to escrow fees):

- Minor PUD amendment - \$250
- Major PUD amendment - \$500
- Minor Special Use or Site Plan amendment - \$250
- Major Special Use amendment - \$500
- Annexation agreement amendment - \$750



**Approval Process**

Based on the Board's feedback and direction, staff will prepare draft code changes for the Village Board's review at the August 10, 2020, Committee of the Whole meeting. These amendments may be approved by the Village Board without a public hearing.

## CHAPTER 8

### VILLAGE FINANCE

#### ARTICLE D. REIMBURSEMENT OF VILLAGE EXPENSES

##### SECTION:

##### 1-8D-1: Developers Fees and Charges

##### 1-8D-2: Late Payments

##### 1-8D-1: DEVELOPERS FEES AND CHARGES:

State the Village can seek reimbursement for actual expenses incurred related to the review of all planning and zoning applications listed in Chapter 15 of Title 1, Comprehensive Fee Schedule (the current list does not include all types of petitions)

In connection with all petitions and applications for building permits, annexation, rezoning, special use permits, variations and plats of subdivision, the owner and developer shall reimburse the Village for all actual expenses incurred by the Village, including expenses incurred for legal, engineering, planning and forestry reviews. The Village Manager or his designee may require each Village consultant to submit a budget estimate in advance indicating projected review costs. The Village Manager or his designee shall invoice the owner and developer for an estimated amount prior to directing that work proceed on such reviews. If the actual cost for such reviews exceeds the budgeted amounts, the owner and developer shall reimburse the Village for such excess, and if the actual cost is less than such budget estimates, the Village will reimburse the owner and developer for the difference. In the event the actual costs for such reviews exceeds the budgeted amounts and a good faith estimate of the remaining costs exceeds Five Hundred Dollars (\$500), the Village Manager or his designee may require an additional deposit equal to the additional estimate of remaining costs.(Amd. Ord. 07-2981-09, eff. 4/23/07)

Include a statement about an escrow administrative fee and list the fee amount in Chapter 15, Comprehensive Fee Schedule (pending the Village Board's direction)

##### 1-8D-2: LATE PAYMENTS:

Whenever under any of the codes or ordinances of this Village, or otherwise, any person becomes indebted to this Village and the Village has rendered an invoice or bill to such person for such indebtedness or the person has been required to pay a fine and the same has not been paid within thirty (30) days after rendition of such invoice, bill or judgment, such indebtedness due shall be deemed and is hereby declared to be delinquent and simple interest equal to two percent (2%) per month of the principal amount due shall be added to such indebtedness. Such additional amount shall continue to accrue and accumulate until the full indebtedness (both the original indebtedness and such simple interest) is paid in full. The final amount of such interest shall be computed to and including the date of payment in full. Provided, however, the provisions of

this Section shall not apply to delinquent water and sewer use bills which shall continue to be governed by the separate code provisions regarding late payment of such bills. (Amd. Ord. 07-3004-32, eff. 10/8/07)

In the event an individual or entity is in default to the Village for the reimbursement of any or all of the fees and charges provided for in this Chapter 8, any such developer shall not be entitled to the issuance of any building permits, real estate transfer tax stamps, certificates of occupancy, permits or licenses of any kind whatsoever by the Village while any such default remains. (Ord. 81-634-37, Amd. Ord. 92-1260-38 eff. 8/10/92)

**TITLE 1: ADMINISTRATION  
CHAPTER 15: COMPREHENSIVE FEE SCHEDULE**

**SECTION:**

- 1-15-1: Administration
- 1-15-2: Boards and Commissions
- 1-15-3: Business and License Regulations
- 1-15-4: Health and Sanitation
- 1-15-5: Building Regulations
- 1-15-6: Zoning
- 1-15-7: Subdivisions and Land Development
- 1-15-8: Public Ways and Property
- 1-15-9: Police Regulations
- 1-15-10: Motor Vehicles and Traffic
- 1-15-11: Misdemeanors
- 1-15-12: Sign Control
- 1-15-13: Tree Preservations and Landscaping

The proposed escrow administrative fee would need to be incorporated into this chapter

<b>PURPOSE:</b> The purpose of this Chapter is to include all Village fees and charges in one chapter for ease of application and understanding by Village personnel and the public.		
<b>1-15-1: ADMINISTRATION (TITLE 1)</b>		
<b>ADMINISTRATIVE FEES</b>	<b>AMOUNT OF FEE</b>	<b>CODE SECTION</b>
Annexation of territory, per acre	\$500.00	1-10-2
Pre-annexation agreement, per filing	\$500.00	1-10-4
Audit	\$20.00	1-15-2
Budget	\$20.00	1-15-2
Entire Municipal Code (loose leaf)	\$225.00	1-15-2
Building Code	\$33.00	1-15-2
Landscaping Code	\$20.00	1-15-2
Public Works Standards	\$30.00	1-15-2
Sign Code	\$22.00	1-15-2
Subdivision Code	\$26.00	1-15-2
Zoning Code	\$45.00	1-15-2
Comprehensive Plan	\$35.00	1-15-2
Zoning and House Number Maps	\$1.00	1-15-2
Land Use Maps	\$2.00	1-15-2
Board Meeting Recordings	\$5.00	1-15-2
Electronic Media	\$.75/per CD or DVD	1-15-2
Video Tapes (Police Department)	\$100.00	1-15-2
Audio Tapes (Police Department)	\$50.00	1-15-2
For all documents or records copied on Village black/white Photocopier – letter size or legal size	\$.15/page	1-15-2
For all documents or records copied on Village black/white Photocopier – 11"X17"	\$.20/page	1-15-2
For all documents or records copied on Village colored Photocopier – letter size or legal size	\$.25/page	1-15-2
For all documents or records copied on Village colored Photocopier – 11" X 17"	\$.30/page	1-15-2
For all plans and oversize prints	\$5.00/page	1-15-2

<b>ADMINISTRATIVE FEES</b>	<b>AMOUNT OF FEE</b>	<b>CODE SECTION</b>
Filing fee, preliminary plat of subdivision	\$1.00 per lot, but no less than \$25.00	1-15-2
Returned Check Fee (NSF Check –All Departments)	\$25.00	1-15-2
Traffic Crash Accident Report Fee (Police Department)	\$5.00	1-15-2
Accident Reconstruction Report Fee (Police Department)	\$20.00	1-15-2
Appeals to Administrative Decisions/Rebuttals to Board and Commission recommendations	\$100.00	1-15-3
-Architectural Review Board: Minor improvements to existing sites/structures	\$250.00	1-15-3
-Major Improvements per structure or type of structure	\$500.00	1-15-3
Planned Unit Developments	\$2000.00	1-15-3
Newsrack inspection fee if reinstalled after removal	\$10.00	1-15-8

<b>1-15-2: BOARDS AND COMMISSIONS (TITLE 2)</b>		
<b>BOARDS &amp; COMMISSIONS</b>	<b>AMOUNT OF FEE</b>	<b>CODE SECTION</b>
None		

<b>1-15-3: BUSINESS AND LICENSE REGULATIONS (TITLE 3)</b>		
<b>MUNICIPAL OCCUPATION TAXES</b>	<b>AMOUNT OF FEE</b>	<b>CODE SECTION</b>
Retail Occupation Tax, percent of gross receipts	1.00%	3-1-1
Service Occupation Tax, percent of cost of tangible property	1.00%	3-1-2
Natural Gas Tax on distributor, supplier, furnisher or seller	5.0% of gross receipts	3-1-3-2
Utility Tax, percent of gross receipts	5.00%	3-1-3-2(A-C)
Electricity Consumption Tax imposed upon the privilege of using or consuming electricity acquired in a purchase at retail and used or consumed within the corporate limits of the Village at the following rates, calculated on a monthly basis for each purchaser.	-For the first 2,000 kilowatt hours used or consumed in a month, 0.536 cents per kilowatt hour. -For the next 48,000 kilowatt hours used or consumed in a month, 0.366 cents per kilowatt hour.	3-1-3-2.1A-(1a)
Electricity Consumption Tax imposed upon the privilege of using or consuming electricity acquired in a purchase at retail and used or consumed within the corporate limits of the Village at the following rates, calculated on a monthly basis for each purchaser	-For the next 50,000 kilowatt hours used or consumed in a month, 0.325 cents per kilowatt hour. -For the next 400,000 kilowatt hours used or consumed in a month, 0.321 cents per kilowatt hour. -For the first 500,000	3-1-3-2.1A-(1a)

<b><u>WATER &amp; SEWER CONNECTION CHARGES</u></b>	<b><u>AMOUNT OF FEE</u></b>	<b><u>CODE SECTION</u></b>
Water Fees – Water Connection Charge, per EDU	\$2,242 (Eff. 12/08/14)	5-3-4(C)
Water Fees Outside – Water connection Charge, corporate limits, per EDU	\$3,923 (Eff. 12/08/14)	5-3-4(C)
Sewer Fees – Sewer Connection Charge, per EDU	\$1,115 (Eff. 12/08/14)	5-3-4(D)
Sewer Fees Outside – Sewer Connection Charge, corporate limits, per EDU	\$1,951 (Eff. 12/08/14)	5-3-4(D)

<b><u>SITE GRADING, DRAINAGE &amp; EROSION CONTROL</u></b>	<b><u>AMOUNT OF FEE</u></b>	<b><u>CODE SECTION</u></b>
Major Site Work Permit Fee More than 5,000 square feet of disturbed are	\$250, plus required inspections – minimum of 2 @ \$40 each.	5-8-6
Minor Site Work Permit Fee	\$50.00 (includes two inspections, permits and review) \$40.00/each additional inspection	5-8-6
Major Site Work Review Fee  Includes: 4 reviews for Residential  3 reviews for Commercial  Expedited Reviews:	\$250/acre, minimum one acre) \$30.00/each additional review \$100.00/each additional review Double the applicable fees (permit, review and inspection)	5-8-6
Subdivision Plan Review Fee	Consultant Cost, plus 5% of combined permit fees.	5-8-6

<b>1-15-6: ZONING (TITLE 6)</b>		
<b><u>ADMINISTRATION AND ENFORCEMENT</u></b>	<b><u>AMOUNT OF FEE</u></b>	<b><u>CODE SECTION</u></b>
<b>Site Plan Review Process:</b> - Single Subdivided - Any other property per acre lot - Minimum charge - Shall not exceed	\$150.00 \$50.00 \$150.00 \$2,500.00	6-14-16

<b><u>ADMINISTRATION AND ENFORCEMENT</u></b>	<b><u>AMOUNT OF FEE</u></b>	<b><u>CODE SECTION</u></b>
<b>Special Use:</b> - per single residential subdivided lot of record - all other petitions	\$500.00 \$500.00 plus costs incurred	6-14-16
<b>Variations:</b> - Per single residential subdivided lot of record - All other petitions	\$250.00 plus costs incurred \$250.00 plus costs	6-14-16

	incurred	
Zoning Map Amendments	\$500.00 plus costs incurred	6-14-16
Zoning Text Amendments	\$500.00 plus costs incurred	6-14-16
<b>GENERAL ZONING REGULATIONS</b>	<b>AMOUNT OF FEE</b>	<b>CODE SECTION</b>
Temporary Use Permit – Garage Sales	\$10.00	6-3-6
Temporary Use Permit - Other	\$100.00	6-3-6
<b>1-15-7: SUBDIVISIONS AND LAND DEVELOPMENT (TITLE 7)</b>		
<b>ACREAGE FEES</b>	<b>AMOUNT OF FEE</b>	<b>CODE SECTION</b>
Conservancy area monument, per marker	\$50.00	7-1-5(A)
Acreage Fees, per acre	\$1,300.00	7-1-5
Subdivision – Filing Preliminary Plat	\$1,000.00 plus costs incurred	7-3-3(D)
<b>VARIABLES USED IN CALCULATING DEVELOPER DONATIONS: The following variables shall be used to determine developer donations for school, park and library purposes in accordance with the method of calculation and provisions outlined in Title 7 of the Village Code</b>		
	<b>AMOUNT OF VARIABLE</b>	
Basic Library Contribution:		7-7-1
- One Bedroom Dwelling Unit	\$200.00	
- Each additional Bedroom	\$100.00	
- Fair Market Value of Once Acre Land	\$545,000.00	
- Mean number of Persons per Occupied Housing Unit (Per latest United States Census or Special Census Statistics)	2.75	
(Amend. Ord. 95-1371-01, eff. 1/9/95), (Amend. Ord. 99-1666-50, eff. 8/9/99), (Amend. Ord. 03-1842-19, eff. 4/28/03), (Amend. Ord. 04-1890-05, eff. 03/08/04), (Amend. Ord. 06-2961-53, eff. 11/13/06), (Amend. Ord. 07-3012-40, eff. 12/10/07)		
Appeals to Developer Donations – Cash Deposit	\$10,000.00	7-7-4

<b>1-15-8: PUBLIC WAYS AND PROPERTY (TITLE 8)</b>		
<b>SWIMMING FACILITIES</b>	<b>AMOUNT OF FEE</b>	<b>CODE SECTION</b>
Per day, resident	\$4.00	8-1A-1(A)
Per day, guest of resident	\$4.00	8-1A-1(A)
Per day, non-resident	\$8.00	8-1A-1(A)
Per year, resident	\$24.00	8-1A-2(A)
Per year, resident family	\$60.00	8-1A-2(A)
Per year, non-resident	\$48.00	8-1A-2(A)
Per year, non-resident family	\$120.00	8-1A-2(A)
Beach Permit Application	\$10.00	8-1A-5
Beach Use by school district/not-for-profit groups	\$1.50 per person	8-1A-5(IJ)
<b>PICNIC PERMITS</b>	<b>AMOUNT OF FEE</b>	<b>CODE SECTION</b>
Picnic Permit Application, resident – 30 to 99 guests	\$50.00	8-1B-2(B)
Picnic Permit Application, non-resident – 30 to 99 guests	\$100.00	8-1B-2(B)

<b><u>STREETS AND PARKWAYS</u></b>	<b><u>AMOUNT OF FEE</u></b>	<b><u>CODE SECTION</u></b>
Excavation Permit Fee Deposit	\$100.00	8-3-2
Right-of-Way Obstruction	\$100.00	8-3-9
Right-of-Way Obstruction Fee (may apply)	\$100.00	8-3-9(D)

<b><u>REFUSE COLLECTION AND WASTE HAULER SERVICES</u></b>	<b><u>AMOUNT OF FEE</u></b>	<b><u>CODE SECTION</u></b>
Wastehauler, 4 or more regular annual customers	\$500.00/year	8-4-5(A)
Wastehauler 3 or fewer regular annual customers	\$250.00/year	8-4-5(A)
Wastehauler, periodic, annual	\$50.00/year	8-4-5B(B)

<b><u>NEWSRACKS</u></b>	<b><u>AMOUNT OF FEE</u></b>	<b><u>CODE SECTION</u></b>
Newsrack permit	\$30.00	8-5-5(B)
Newsrack renewal	\$30.00	8-5-5(C)

<b><u>SMALL WIRELESS FACILITIES</u></b>	<b><u>AMOUNT OF FEE</u></b>	<b><u>CODE SECTION</u></b>
Collocation, single small wireless facility on existing utility pole or wireless support structure	\$650.00	8-6-4(G)
Collocation, more than one small wireless facility on an existing utility pole or wireless support structure	\$350.00/each	8-6-4(G)
Installation, small wireless facility that will require a new utility pole	\$1,000.00	8-6-4(G)

<b><u>1-15-9: POLICE REGULATIONS (TITLE 9)</u></b>		
<b><u>TYPE</u></b>	<b><u>AMOUNT OF FEE</u></b>	<b><u>CODE SECTION</u></b>
None		

<b><u>1-15-10: MOTOR VEHICLES AND TRAFFIC (TITLE 10)</u></b>		
<b><u>ENFORCEMENT OF TRAFFIC REGULATIONS</u></b>	<b><u>AMOUNT OF FEE</u></b>	<b><u>CODE SECTION</u></b>
Vehicle Seizure and Impoundment Tow Fee	\$350.00 Effective 1/1/07	10-1-13-2

<b><u>1-15-11: MISDEMEANORS (TITLE 11)</u></b>		
<b><u>TYPE</u></b>	<b><u>AMOUNT OF FEE</u></b>	<b><u>CODE SECTION</u></b>
None		

<b><u>1-15-12: SIGN CONTROL (TITLE 12)</u></b>		
<b><u>SIGN PERMIT</u></b>	<b><u>AMOUNT OF FEE</u></b>	<b><u>CODE SECTION</u></b>
Directional sign permit fee	\$25.00	12-4-1(J)
Illuminated sign permit fee	\$70.00	12-4-1(J)
- plus cost per square foot	\$1.00	
Non-illuminated sign permit fee	\$50.00	12-4-1(J)
- plus cost per square foot	\$1.00	
Temporary Sign Permit Fee	\$50.00	12-13-1(A1)
Sign Variance Filing Fee	\$250.00	12-17-1(E)

<b><u>1-15-13: TREE PRESERVATION AND LANDSCAPING (TITLE 13)</u></b>		
<b><u>TREE PRESERVATION</u></b>	<b><u>AMOUNT OF FEE</u></b>	<b><u>CODE SECTION</u></b>
Tree Removal Permit	\$50.00 for up to 10 trees,	13-1-1

Planning & Zoning Application – Village of Lincolnshire, IL –  
Community & Economic Development

Escrow Initial Deposit

REQUEST	APPLICATION FEE	CASH ADVANCE ACCOUNT INITIAL DEPOSIT
<b>Text / Map Amendment</b>	\$500	\$1,000
<b>Annexation</b>	\$500/acre	\$1,000
<b>Appeals to Administrative Decision</b>	\$100	\$250
<b>Architectural Review Board</b>		
Minor Improvement(s)	\$250	\$250
Major Improvement(s)	\$500/structure	\$500
<b>Planned Unit Development</b>	\$2,000	\$4,000
<b>Pre-Annexation Agreement</b>	\$500	\$1,000
<b>Site Plan Review</b>		
Single-Family Residential	Minimum: \$150	
Non-Residential Property	Maximum: \$2,500 (\$50/acre)	
<b>Special Use</b>		
Single-Family Residential	\$500	\$500
All Other Requests	\$500	\$1,000
<b>Subdivision*</b>	\$1,000	\$3,000
*Additional Acreage Impact and Donation Fees may be required. Please refer to the Subdivision Supplemental Information Packet.		
<b>Variance</b>		
Single-Family Residential	\$250	\$250
All Other	\$250	\$500

PLANNING/ZONING & ARC FEES

<u>Reference (Code section)</u>	<u>Category</u>	<u>Description</u>	<u>Amount</u>
260-1166 260-131.E.14	<b>Level I</b> Architectural Review Fee	Commercial & Residential projects	<b>\$75</b>
260-1166 260-131.E.14	<b>Level II</b> Architectural Review Commission (ARC) Review Fee (Initial appearance)	Projects \$25,000 and under	<b>\$150 plus \$200</b> security deposit
		Projects Over \$25,000 and under \$100,000	<b>\$150 plus \$1,000</b> processing fee *
		Projects \$100,000 and Over	<b>\$250 plus \$2,500</b> processing fee *
<p><i>*Defined as the total value of the cost of construction. Upon the satisfactory completion in accordance with applicable codes, ordinances, and requirements of all work and issuance of the certificate of occupancy or use for the work to be undertaken pursuant to a permit, the Village shall return 50% of the processing fee.</i></p>			
260-1166 260-131.E.14	<b>Level II</b> Architectural Review Commission (ARC) Review Fee  (Additional review cost per appearance)	Duplicate fee as detailed above per appearance	See above
260-1166 260-131.E.14	Architectural Review Commission (ARC) Review	Review of or assistance with incomplete applications or rush services <sup>^</sup>	Actual cost of review, including staff time at then current rate (salary and benefits) of staff involved; Minimum \$250
<p><i><sup>^</sup>i.e. review services for submissions after established submission deadline, but only when such accommodation can be provided in the discretion of the Village Manager.</i></p>			

*VILLAGE OF BANNOCKBURN FEE SCHEDULE*

<b><u>Reference</u></b> <b><u>(Code section)</u></b>	<b><u>Category</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
260-1131.E.2	Planning & Zoning Applications	Zoning Compliance and Occupancy Certificates	<i>See building</i>
260-1131.E.3		Zoning Code Interpretations	\$250
260-1131.E.4		Appeals to Zoning Board of Appeals	\$250
260-1131.E.5		Variations	\$250
260-1131.E.6		Comprehensive Master Plan Text Amendment	\$250
260-1131.E.6		Zoning Code Text Amendment	\$250
260-1131.E.7		Special Use Permit	\$250
260-1131.E.8		Comprehensive Master Plan Map Amendment	\$250
260-1131.E.8		Zoning Map Amendment	\$250
260-1131.E.9		Planned Unit Development Concept Plan	\$250
260-1131.E.10		Planned Unit Development Detailed Plan	\$250
260-1131.E.11		Planned Unit Development Final Plan	\$250
260-1131.E.12		Campus Development Plan	\$250
260-1131.E.13		Site Plan	\$250
260-1131.E.14		Architectural Review	See fee defined above
260-1131.E.15		Appeal from Architectural Review decision	\$250
260-1131.E.16		Sign permit	\$250
260-1131.E.17		Wind Energy Systems	\$250
260-1131.E.18		Solar Energy Systems	\$250
260-1131.E.19		Geothermal Energy Systems	\$250
260-1131.D.10	Personal wireless services antennas	\$3,500	

*VILLAGE OF BANNOCKBURN FEE SCHEDULE*

<b><u>Reference (Code section)</u></b>	<b><u>Category</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
260-1131.D.3	Escrow Deposit <i>Commercial/Residential</i>	First Variation	\$1,000
		Each Additional Variation	\$1,500
		Special Use Permit / Amendment	\$2,000
		Text Amendment or Zoning Map Amendment	\$2,000
		Planned Development Amendment	\$2,500
		Planned Development Approval	\$10,000
		<b>Annexation</b> Agreement (relating to Zoning request)	<b>\$5,000</b>
		Annexation Agreement Amendment (relating to Zoning request)	<b>\$2,000</b>
205-4	Subdivision Regulations	Tentative Plat Application	\$2,000
205-7		Final Plat Application	\$1,000

## Deerfield Fees

<u>Classification</u>	<u>Municipal Code Reference</u>	<u>Description</u>	<u>Fee for CY 2020</u>
	4-40(b)	monthly license fee	The monthly license fee shall equal the total of the fees for each dance held or proposed to be held during the month for which the license is requested computed in accordance with the above schedule.
		<b>Other amusements (i.e. ferris wheel, roller coaster, etc.</b>	
	4-45 (a)	License fees	\$200.00 a year, or for periods less than a year \$15.00 a day.
<b>(C) ANIMALS</b>			
		<b>Poultry Keeping</b>	
	5-44 (c )	License to Keep Fowl - annual	\$25.00
<b>(D) BUILDING/ COMMUNITY DEVELOPMENT</b>			
		<b>Public Building Permit Fees</b>	
	6-7	no permit fee shall be charged for construction of any public or parochial school, or building used by a government taxing body, any church or building used for religious purposes or any governmentally assisted senior citizen housing project	waived
	6-7	permits issued for construction of any building owned by a nonprofit corporation and used for a continuing care retirement community	the fee schedule shall be reduced by 50%
	6-55	<b>Removal of Top Soil for Purpose of Sale</b>	
		Permit Fee	\$100.00
	6-71 (c)	<b>Security Fencing</b> locking service fee	\$100.00
	6-71.1 (c)	<b>Commercial Construction Site Security Fencing</b> locking service fee	\$500.00
	6-79	<b>Comprehensive Building Fee Schedule</b>	
	2-140	<b>Public Hearing Fee</b>	<b>\$175 plus any additional costs</b>
	6-6	Construction permit fee for new single-family and two-family residential construction	\$0.55 per square foot
	6-6	Construction permit fee for all types of construction other than (i) new single-family and two-family residential construction, and (ii) roof construction and repair	Based on estimated cost of construction, \$23.00 per \$1,000.00 for the first \$10,000.00 of estimated cost, and \$17.20 per \$1,000.00 for each \$1,000.00 of estimated construction cost, or fraction thereof, thereafter
	6-6	Roof permit fee for roof construction and repair	75 plus impact fee
	6-6	Infrastructure Impact Fee	0.5% of estimated cost of construction

<u>Classification</u>	<u>Municipal Code Reference</u>	<u>Description</u>	<u>Fee for CY 2020</u>
		user charge	1.77/100 Cu. feet
		Equalization cost applicable to users outside corporate limits expenditures between users inside and outside of the corporate limits, except where owner or occupant is responsible for maintenance of the Municipal system. (See section 403)	\$0.96/100 cubic feet, which sum includes \$0.64/100 cubic feet user charge and \$0.32/100 cubic feet to equalize plant capital
		Minimum Bill	\$4.00/Quarter
	16-23	Surcharge for extra strength wastewater	
		BOD per pound	\$0.23
		SS per pound	\$0.19
<b>(J) MISCELLANEOUS</b>			
	Zoning Ord. 13.14-B	<b>Public Hearing Fee</b>	
		Public Hearing (BZA, & Plan Commission)	\$175 plus cost of legal notice publication and any recording fees

2020 ANNUAL FEE RESOLUTION

ORANGE-HIGHLIGHTED FEES ARE CHANGES



City Code Section	Description	FY2019 Fee	FY2020 Fee
<b>Chapter 131: Offenses Against Property</b>			
131.999	Retail Theft	\$200.00	\$200.00
<b>Chapter 132: Offenses Against Public Peace</b>			
132.110(A)	False Statements to City Police Officers - Penalty	\$50-\$500	\$50-\$500
<b>Chapter 133: Offenses Against Public Morals and Decency</b>			
133.040(A)	Initial Sexual Offender/Predator Registration Fee - per 730 ILCS 150/3	\$100.00	\$100.00
133.040(A)	Renewal Sexual Offender/Predator Registration Fee - per 730 ILCS 150/3	\$100.00	\$100.00
133.999	Possession of Cannabis - Juvenile/Minor	\$200.00 - \$1,000.00	\$200.00 - \$1,000.00
133.999	Possession of Cannabis - Adult	\$250.00	\$250.00
133.999	Possession of Drug Paraphernalia	\$250.00 - \$1,000.00	\$250.00 - \$1,000.00
<b>Chapter 134: Handgun Control</b>			
134.004(A)	Handgun Registration Fee - Annual	\$5.00	\$5.00
<b>Chapter 135: Responsibility for Minors</b>			
135.999(C)	Truancy Prohibited	\$50.00 - \$100.00	\$50.00 - \$100.00
<b>Chapter 150: Zoning Code</b>			
150.525(D)	Pre-Application Review - Nonrefundable; May be applied to full cost	50% of full plan review cost	50% of full plan review cost
<b>Planned Development Application Fees</b>			
150.525(D)	Applications for Minor Amendment to Existing Planned Development and Applications (New and Major Amendment to Existing Planned Development) for Education and Not-for-Profit Uses	\$750.00	\$750.00
150.525(D)	Revised Application Fee, Each Occurrence	\$1,000.00	\$1,000.00
150.525(D)	Application for Major Amendment to Existing Planned Development with no new Structures or Expansion of Structures	\$1,000.00	\$1,000.00
150.525(D)	Application for Major Amendment to Existing Planned Development	\$1,500.00	\$1,500.00
150.525(D)	Application Fee for New Planned Development	\$2,000.00	\$2,000.00
150.703.1(E)(4)	Permit Application Review Fee - Beach Structure Permit	\$225.00	\$225.00
150.703.1(E)(5)(a)	Pre-Application Review - Beach Structure Permit - Nonrefundable; may be applied to full cost	50% of full plan review cost	50% of full plan review cost
150.807 (D)	Downtown Parking City Council Parking Waiver	\$200.00	\$200.00

# 2020 ANNUAL FEE RESOLUTION

## ORANGE-HIGHLIGHTED FEES ARE CHANGES



City Code Section	Description	FY2019 Fee	FY2020 Fee
<b>Payment in Lieu of Parking Spaces</b>			
150.807(B)(2)	RM1: Medium-to-High Density Residential District	\$1,000.00	\$1,000.00
150.807(B)(2)	RM1A: Medium-to-High Density Residential District	\$1,000.00	\$1,000.00
150.807(B)(2)	RM2: High Density Residential District	\$1,000.00	\$1,000.00
150.807(B)(2)	B1A: Waukegan-Bloom Neighborhood Commercial District	\$1,000.00	\$1,000.00
150.807(B)(2)	B1: Neighborhood Commercial District	\$1,000.00	\$1,000.00
150.807(B)(2)	B2: Ravinia Commercial District	\$1,000.00	\$1,000.00
150.807(B)(2)	B2-RW: Roger Williams Commercial District Overlay	\$1,000.00	\$1,000.00
150.807(B)(2)	B3: Highway Commercial District	\$1,000.00	\$1,000.00
150.807(B)(2)	B4: Commercial Service District	\$15,000.00	\$15,000.00
150.807(B)(2)	B5: Central Business District	\$15,000.00	\$15,000.00
150.807(B)(2)	B5: Central Business District- POSO (Pedestrian Oriented Shopping Overlay)	\$15,000.00	\$15,000.00
150.807(B)(2)	RO: High Density Residential/Office District	\$15,000.00	\$15,000.00
150.807(B)(2)	Houses of Worship in all zoning districts	\$0.00	\$0.00
150.1608(B)	Payment in Lieu of Parking Spaces for Special Exceptions	Same as Schedule Corresponding to Section 150.807(B)(2)	Same as Schedule Corresponding to Section 150.807(B)(2)
150.1202 (E)(2)(a)	Zoning Board of Appeals Variation Hearing Transcript Fee	\$500.00	\$500.00
150.1202 (E)(2)(a)	Zoning Board of Appeals Continuation Fee, each occurrence	\$50.00	\$50.00
150.1202 (E)(2)(a)	Fence Variation, Application Fee	\$225.00	\$225.00
150.1202 (E)(2)(a)	Variation - Other than Fence - Application Fee	\$225.00	\$225.00
150.1202 (E)(2)(a)	Compere Referral from City Council - Application Fee	\$100.00	\$100.00
<b>Conditional Uses</b>			
150.1402(D)(2)	Pre-Application Discussion with Plan Commission	50% of Application Fee	50% of Application Fee
150.1402(D)(2)	Education and Not-for-Profit Uses	\$500.00	\$500.00
150.1402(D)(2)	All Other Uses	\$1,000.00	\$1,000.00

# 2020 ANNUAL FEE RESOLUTION

## ORANGE-HIGHLIGHTED FEES ARE CHANGES



City Code Section	Description	FY2019 Fee	FY2020 Fee
150.1804(A)(4)	V Review Fees Include Initial Application Fee (1) Major Dev., Minor Dev., Flood prone Area as Defined in Lake County WDO (2) If Additional Review is Required due to Major Re-Design of the Development, The Entire Base Fee May Be Reapplied, Instead of the Additional Fee (3) (Staff Rate Includes All Overhead Expenses) (4) (Inspection Fees Charged For Requested or Agreed Services Rendered) (5) (Includes Three Full Reviews and all Associated Time)		
<b>Chapter 150 Fees</b>			
150.1909(D)(1)(b)	Vegetation Plan Review - Following Tree Removal w/o Permit	\$500.00	\$500.00
150.1912	Variation to Steep Slope Zone Standards, Natural Resource Commission Review Fee	\$100.00	\$100.00
150.1913(E)	Violation of Section 150.1909	\$4,000.00	\$4,000.00
150.2028(C)(2)	Temporary Sign Permit - Less Than 12 Square Feet	\$60.00	\$60.00
150.2028(C)(2)	Temporary Sign Permit - More Than 12 Square Feet	\$75.00	\$75.00
150.2028(C)(2)	Permit Fee - Erection or Alteration of Permanent Sign	\$60.00 + \$1.00/Sq. Ft. of Sign Area	\$60.00 + \$1.00/Sq. Ft. of Sign Area
150.2037	Penalty for Violating Provisions of the City's Sign Code	\$50-500.00	\$50-500.00
150.2102(C)(2)	Per Unit Cash Payment In Lieu of Providing Affordable Housing	\$125,000.00	\$125,000.00
150.410(F)(5)(a)	Health Care District Master Site Plan Review or Amendment-Application Fee	\$750.00	\$750.00
<b>Subdivision Fees</b>			
151.006 (B)	Pre-application Discussion with Plan Commission	50% of Application Fee	50% of Application Fee
151.005(B) & 151.006(B)	Subdivision Review - Three Lots or Less	\$400.00	\$400.00
151.006(B)	Subdivision Review - Four Lots or More	\$700.00, Plus \$50.00 for each lot over 4	\$700.00, Plus \$50.00 for each lot over 4
151.005(B)	Duplication & Recordation Fee	\$135.00	\$135.00
<b>Chapter 154: Registration and Safety Requirements for Certain Residential Rental Property</b>			
154.005(B)(4)	Regulated Rental Dwelling Registration Fee - Annual Registration	\$30.00	\$30.00

# 2020 ANNUAL FEE RESOLUTION

## ORANGE-HIGHLIGHTED FEES ARE CHANGES



City Code Section	Description	FY2019 Fee	FY2020 Fee
170.127	Heating Equipment Installation Permit Fee - Per 100,000 BTU	\$75.00	\$75.00
170.127	Permit Fee - Extension of Existing Heating System	\$75.00	\$75.00
170.127	Cooling Equipment Installation Permit Fee	\$75.00 + \$1.00/Ton of Cool Capacity	\$75.00 + \$1.00/Ton of Cool Capacity
170.127	Permit Fee - Extension of Existing Cooling System	\$75.00	\$75.00
170.127	Permit Re-inspection Fee - For Each Inspection Beyond Two (2) Trips	\$75.00	\$75.00
170.127	Preliminary Plan Review - Single Family Dwelling	\$100.00	\$100.00
170.127	Preliminary Plan Review - Multi-Family Dwelling	\$100.00 + \$50.00 Per Additional Unit	\$100.00 + \$50.00 Per Additional Unit
170.127	Preliminary Plan Review - Commercial Dwelling	\$100.00 + \$50.00 Per 1,000 Square Ft.	\$100.00 + \$50.00 Per 1,000 Square Ft.
170.127	Preliminary Plan Review - All Other Dwellings (Including Schools, Hospitals)	\$100.00 + \$50.00 Per 1,000 Square Ft.	\$100.00 + \$50.00 Per 1,000 Square Ft.
170.127	Preliminary Plan Review - Accessory Structure	\$75.00	\$75.00
170.127	Non-refundable Building Plan Submission Fee - New Homes or Additions	\$250.00	\$250.00
170.127	Third Party Plan Review Services	City's Cost +12% Administrative Fee	City's Cost +12% Administrative Fee
170.127	Plan Review Service - Hourly Rate (City Staff)	\$100.00	\$100.00
170.127	Plan Review Service - Hourly Rate for Resubmitted Plans or Plan Reviews in Excess of What is Normally Required	\$100.00	\$100.00
170.127	Rate for Multi-Family or Commercial Plan Review, Design Development, Code Consultation, or Inspection	City's Costs + 12% Administrative Fee	City's Costs + 12% Administrative Fee
170.127	<b>Design Review - Awning</b>	<b>\$100.00</b>	<b>\$100.00</b>
170.127	Design Review - Parkway or Driveway	\$100.00	\$100.00
170.127	Lighting Plan Review	\$100.00	\$100.00
170.127	<b>Design Review Application Fee for Buildings up to 5000 Square Feet</b>	<b>\$250.00</b>	<b>\$250.00</b>
170.127	<b>Design Review Application Fee for Buildings 5001 Square Feet and Greater</b>	<b>\$500.00</b>	<b>\$500.00</b>

# 2020 ANNUAL FEE RESOLUTION

## ORANGE-HIGHLIGHTED FEES ARE CHANGES



City Code Section	Description	FY2019 Fee	FY2020 Fee
170.127	Design Review Application Fee for Variation to Standards and Signage (non-fence)	\$500.00	\$500.00
170.127	Design Review Application Fee for Administrative Review	\$100.00	\$100.00
170.127	Elevator, Lift or Hoisting Equipment Installation Permit	\$75.00 + 1% of Install/Construct Cost	\$75.00 + 1% of Install/Construct Cost
170.127	Annual Elevator Inspection Fee (Includes 2 Semi-Annual Inspections)	\$135.00	\$135.00
170.127	Removal of Stop Work Order - Work Without a Building Permit	\$500.00	\$500.00
170.127	Removal of Stop Work Order - Work in Violation of a Building Permit	\$500.00	\$500.00
170.127	Per Visit Re-inspection Fee to Ensure Compliance With Stop Work Order	\$75.00 - 1st addl. Inspection \$150.00 - 2nd addl. Inspection \$225.00 - each addl. Inspection	\$75.00 - 1st addl. Inspection \$150.00 - 2nd addl. Inspection \$225.00 - each addl. Inspection
170.127	Permit Fee - Canopy, Awning, or Marquee	\$75.00	\$75.00
170.127	Demolition Permit Fee - All Structures	\$750.00	\$750.00
170.127	Demolition - Interior of Structure	\$75.00	\$75.00
170.127	Demolition - Exterior of Structure	\$100.00	\$100.00
170.127	Roofing Work Permit Fee	\$75.00	\$75.00
170.127	Roofing Work Permit Fee (Residential)	\$75.00	\$75.00
170.127	Drainage and Grading Reviews	\$500.00	\$500.00
170.127(IFC)	License to Operate (Operational Permit)	\$0.00	\$0.00
170.127(IFC)	Construction Permit - New Systems	\$0.00	\$150.00
170.127(IFC)	Construction Permit - Alterations to Existing Systems	\$0.00	\$75.00
170.128	Permit Extension Fee	\$0.00	For the second extension and all subsequent extensions, the fee is \$100 for a single permit or \$250 for a set of permits under one master permit

Description	Amount	Municipal Code Provision
Tents and air supported structures	25.00	<a href="#">Title 9, chapter 1</a>

DEVELOPMENT FEES

Description	Amount	Municipal Code Provision
Preannexation, per filing	\$500.00 per acre or fraction thereof (plus additional costs incurred by the Village) <sup>4</sup>	
Annexation of territory	\$1,000.00 per acre or fraction thereof (plus additional costs incurred by the Village) <sup>5</sup>	
Appeals to administrative decisions/rebuttals to board and commission recommendations	\$100.00	
Architectural Board of Review:		
Minor improvements to existing sites/structures or concept review	\$100.00, plus additional costs incurred	<a href="#">9-13-5</a>
Major improvements, per structure or type of structure	\$300.00, plus additional costs incurred	<a href="#">9-13-5</a>
Sign review, per sign	\$150.00, plus additional costs incurred	<a href="#">10-10-17</a>
Site plan approval application	\$300.00, plus an amount determined by the Village Administrator to reimburse the Village for all anticipated out of pocket expenses incurred in connection with the delivery of notice pursuant to section <a href="#">10-2-8</a> of this Code	<a href="#">10-2-8A</a>
Special development fees applicable to property within the RIO Zoning District:		
RIO Development Plan review	\$0.00, plus additional costs incurred by the Village	<a href="#">10-2-6,</a> <a href="#">10-16-7</a>

	Description	Amount	Municipal Code Provision
	Architectural Board of Review applications, including sign reviews and site plan reviews	\$0.00, plus additional costs incurred by the Village	<a href="#">10-2-6</a> , <a href="#">10-2-8</a> , <a href="#">10-10-17</a>
	Subdivisions and planned developments:		
	Filing fee for preliminary plat of subdivision application, no Plan Commission review	\$250.00 per subdivision	<a href="#">11-3-1</a>
	Filing fee for preliminary plat of subdivision application, with Plan Commission review	\$250.00 per subdivision	<a href="#">11-3-1</a>
	Tentative and final plat of subdivision (prior to recording by Village)	\$1,000.00 (plus additional costs incurred by the Village) <sup>6</sup>	<a href="#">11-3-2</a>
	Application filing fee for planned development	\$150.00 per acre or fraction thereof	<a href="#">10-5J-4B1</a>
	Planned development	\$2,000.00 (plus additional costs incurred by the Village) <sup>6</sup>	<a href="#">Title 10, chapter 5, article J</a>
	Tentative and final plat for planned development (prior to recording by the Village)	\$1,000.00 (plus additional costs incurred by Village) <sup>6</sup>	<a href="#">10-5J-4B1</a>
	Tree permit application review (see Permit Fees of this section for tree permit fees):		<a href="#">10-11-6E</a>
	1. Development of a vacant lot	\$450.00	
	2. Structure demolitions	525.00	
	3. Room additions	275.00	
	4. Driveway installations	150.00	
	5. Installations (pools, tennis courts, sport courts)	195.00	
	6. Fence and shed installations	125.00	
	7. Deck and patio installations	140.00	
	8. Irrigation system installations	125.00	

Description		Amount	Municipal Code Provision
13.	Public road development (no detention)	600.00	
14.	Wetland, jurisdictional determination	350.00	
15.	Wetland, no impact determination	300.00	
16.	Wetland Category I permit (single-family)	150.00	
17.	Wetland Category I permit (nonsingle-family)	900.00	
18.	Wetland Category II permit	1,250.00	
19.	Wetland Category III permit	1,300.00	
20.	Wetland Category IV permit (less than 1 acre)	500.00	
21.	Wetland Category IV permit (greater than or equal to 1 acre)	1,000.00	
22.	Resubmittals	$\frac{1}{3}$ of base fee	
23.	FEMA map revisions	\$1,250.00	
Zoning Board of Appeals:			<a href="#">2-5-3F</a> , <a href="#">10-2-6</a>
	Appeal of interpretation of zoning regulations pursuant to State Statutes	150.00	
Variations:			
	Requiring only Zoning Board of Appeals approval, per filing	\$500.00, plus additional costs incurred by the Village	
	Requiring Village Board approval, per filing	\$750.00, plus additional costs incurred by the Village	
	Text or map amendments to the zoning regulations, per filing	\$750.00, plus additional costs incurred by the Village	
Special use permit up to 1 acre:			

Description		Amount	Municipal Code Provision
	Up to 1 acre	\$750.00, plus additional costs incurred by the Village	
	Per acre or fraction thereof over 1 acre	\$10.00 per acre	
Developer donation impact fees: The following variables shall be used to determine developer donations for school, park, library, and Village purposes in accordance with the method of calculation and provisions outlined in <a href="#">title 11</a> of this Code, particularly <a href="#">title 11, chapter 4</a> of this Code:			<a href="#">11-4-4</a>
	Lake Bluff Park District multiplier	7.3 acres per 1,000 residents	
	School District 115 multiplier	50 acres per 1,500 students	
	School District 65 multipliers	15 acres per 600 K - 5 students 30 acres per 900 6 - 8 students	
	Municipal (Village)	9.7 acres per 1,000 residents	
	Library (Village)	0.05 acre per 1,000 residents	
	Value of vacant land for "cash in lieu of" donation	\$583,200.00 per acre	<a href="#">11-4-4G</a>

## LICENSE FEES

Description		Amount	Municipal Code Provision
	Business occupancy certificate fee	\$ 100.00	<a href="#">3-9-2B</a>
	Business license transfer fee	10.00	<a href="#">3-1-4B</a>
	Contractor's license fee; fees for all contractor licenses that are issued on or after November 1 shall be prorated on a semiannual basis	100.00	<a href="#">9-2-3</a> (105.8)
	Liquor licenses:		
	Initial application fee (does not apply to applications for Class L or W event licenses)	250.00	<a href="#">3-2-4B</a>

# Lake Forest Fees

## Add prior approved fees

### New Fee

### Change to fee

	City Code Section	Fund	FY2020	PROPOSED		
				FEE	FY2021	Amount \$\$
				(n/c if blank)	% CHANGE	Projected Revenue
Rescission of local landmark designation, amendment of local landmark designation or historic map amendment	155.07	General	2,500			
Signs/Awnings/Landscaping/ Lighting/Fences	N/A	General	75			
Two or more of above	N/A	General	125			
Storefront Alterations	N/A	General	100			
New Commercial building, school, hospital or multi-family building per building	N/A	General	700			
Alterations or major additions to commercial buildings, schools, hospitals or multi-family buildings - per building	N/A	General	323			
New multi-building projects - per building	N/A	General	850 + 175 for more than 4 buildings (per building)			
Revisions to Approved Plans	39.140	General	225			
<b>Project Fees</b>						
Red Tag , per violation, per day	150.005	General	300			
Stop Work Order	150.005	General	750			
Street Obstruction - first 30 lineal fee of public right-of-way	150.005	General	100			
Re-Inspection all permits (failed/no show)	150.005	General	175			
Additional Inspections	150.005	General	50			
Off Hour Inspections	150.005	General	\$50 administration fee plus per hour cost of inspector			
Tree fencing inspection fee	N/A		135			
Recording of Right-of-Way agreement for sprinkler system	150.145	General	70 (up to 4 pages, \$5 each addl page)			
Construction Trailer Permit (Commercial Construction Sites only)	150.145	General	\$100 per month			
Tree removal without permit	999.999	General	\$750 per inch			
Vegetation removal in protected area	999.999	General	\$750 per violation			
Recording of Plat of Subdivision		General		\$75 plus Lake County Fee	100.00%	150
<b>Const. Codes Comm. Fees:</b>						
Variances from Construction Code	150.110	General	250			
Administrative Appeals	150.110	General	150			
Material/Product Evaluation	150.110	General	350.00			
Demolition Tax	150.110	Cap Imp/	12,000			
		Afford Housing				
<b>Zoning Board of Appeals</b>						
Variations from Zoning Code	159.02	General	287			
Administrative Appeals	159.02	General	150			
Special Use Permit - Existing Developments	159.02	General	755			
Legal Ad Publication (as required)	159.02	General	65			

Add prior approved fees

New Fee

Change to fee

				PROPOSED		
				FY2021		
				FEE	Amount \$	
				(n/c if	%	Projected
				blank)	CHANGE	Revenue
	City Code Section	Fund	FY2020			
<b>Plan Commission</b>						
Minor Subdivisions-Tentative Approval 2,3 or 4 lots payable at time of application	156.026(a)(3)	General	2,184			
Minor Subdivisions-Final Approval	156.026(a)(3)	General	250+35/lot plus engineering and recording fees			
Major Subdivisions-Tentative Approval 5 or more lots	156.026(a)(3)	General	\$3,822+35 for each lot over 5			
Major Subdivisions-Final approval paid prior to recording of plat	156.026(a)(3)	General	\$400+35/lot plus \$5/lot over 10; + engineering and recording fees			
Planned Preservation Subd Special Use Permit plus minor/major subd fee	156.026(a)(3)	General	2,500			
Zoning Change	156.026(a)(3)	General	3,328			
Filing fee for all other developments	156.026(a)(3)	General	788			
Code Amendment	156.026(a)(3)	General	3,328			
Extension of Tentative Subdivision Plat Approval	156.026(a)(3)	General	150			
Administrative Property Line shift	156.026(a)(3)	General	250			
Legal Ad Publication (as required)	156.026(a)(3)	General	65			
Special Use Permit	156.026(a)(3)	General	1,035			
Special Use Permit - Restaurant within 150' of Residential	156.026(a)(3)	General	600			
<b>Permits</b>						
Building Permits repair and maintenance under \$6,000	150.145	General	40			
Building Permits - \$100,000 or less	150.145	General	1.5% of total construction (50 min)			
Building Permits - over \$100,000						
\$100,001 - \$200,000	150.145	General	2% of total construction			
\$200,001 - \$500,000	150.145	General	\$4,000 + 1% of total cc in excess of \$200,000			
\$500,001 and above	150.145	General	\$7,000 + .5% of total cc in excess of \$500,000			
Underground storage tank removal (single family and duplex)	150.145	General	\$150 per tank			
All other properties	150.145	General	\$250 per tank			
Hot work	150.145	General	100			
Permit Extensions	150.145	General	\$150 administration fee plus 20% of the original permit fee - 6 month extension			
Sign	150.145	General	1.5% construction cost			
Administration Demolition Approval - Life Safety/Nuisance	150.145	General	50 min			
			500			

# Northbrook Fees

Annual Fee Ordinance (Municipal Code Section)	Description	Fees For FY 19/20
Section 7: Limited Parking	Section 7 - Limited Parking - Specific Locations	Exhibit H
Section 8: Traffic Regulations	Section 8 - Traffic Regulations For Specific Locations	Exhibit I
Section 9: Zoning Code Application Fees	Section 9 - Zoning Code Application Fees	
Section 8-108A of Zoning Code	Fee in Lieu of Parking Spaces in the Village Green Overlay District	
	Fee for each parking space for which a variation is granted pursuant to Subsection 8-108A of the Zoning Code.	\$5,000.00
Section 11-301 E5 of Zoning Code Applications for Variations	Applications for variations of the Zoning Code - residential	
Section 11-301 D1 & E5 of Zoning Code Applications for Variations	non-refundable fee	\$350.00
	Fee for each additional public hearing requested	\$100.00
Section 11-301 D1 & E5 of Zoning Code	Applications for variations of the Zoning Code - non-residential	
	non-refundable fee	\$600.00
	Fee for each additional public hearing requested	\$100.00
Section 11-301 D1 & E5 of Zoning Code	Application for Administrative Variation	N/A - New Section
	non-refundable fee	\$100.00
Section 11-301 D1 & E14 of Zoning Code: Exceptions	Exceptions as authorized in Zoning Code	
Section 11-301 E5 of Zoning Code	non-refundable fee	\$350.00
	Fee for each additional public hearing requested	\$100.00
Section 11-301 D1 & E12 of Zoning Code: Appeal	Appeal of denial of a site plan or other staff decision	
	non-refundable fee	\$350.00
	Fee for each additional public hearing requested	\$100.00
Section 11-301 D1 & E6 of Zoning Code: SIC Amendments	S.I.C. Amendment to Zoning Code	
	non-refundable fee	\$200.00
	escrow deposit for recoverable expenses	\$1,000.00

Annual Fee Ordinance (Municipal Code Section)	Description	Fees For FY 19/20
Section 11-301 D1 & E6 of Zoning Code: Text Amendment	<b>Zoning Code Text Amendment</b>	
	non-refundable fee	\$250.00
	escrow deposit for recoverable expenses	\$2,500.00
Section 11-301 D1 & E6 of Zoning Code: Creation of New Zoning District or Other Major Code Amendment	<b>Creation of New Zoning District or other major code amendment</b>	
	non-refundable fee	\$250.00
	escrow deposit for recoverable expenses	\$10,000.00
Section 11-301 D1 & E7 of Zoning Code: Special Permit Application Fee	<b>Initial application for special permit involving only a use change and no site improvements</b>	
	non-refundable fee	\$250.00
	escrow deposit for recoverable expenses	\$1,500.00
Section 11-301 D1 & E7 of Zoning Code	<b>Initial application for a special permit involving modifications to a site plan</b>	
	non-refundable fee	\$250.00
	escrow deposit for recoverable expenses	\$4,000.00
Section 11-301 D1 & E7 of Zoning Code	<b>Additional fee for special permit use requiring review of a traffic study</b>	
	non-refundable fee	\$250.00
	escrow deposit for recoverable expenses	\$2,500.00
Section 11-301 D1 & E7 of Zoning Code	<b>Renewal or transfer of a special permit</b>	
	non-refundable fee	\$150.00
	escrow deposit for recoverable expenses	\$1,000
Section 11-301 D1 & E8 of Zoning Code	<b>Application for amendment of Zoning Map or Official Comprehensive Plan Map</b>	
	non-refundable fee	\$500.00
	escrow deposit for recoverable expenses	\$2,500.00
Section 11-301 D1 & E9 of Zoning Code	<b>Application for Planned Development approval, payable at time of concept plan application</b>	
	non-refundable fee	\$500.00
	escrow deposit for recoverable expenses	\$10,000.00
Section 11-301 D1 & E2 of Zoning Code	<b>Temporary Retail Sales</b>	
	non-refundable fee	\$100.00
Section 11-503.1 of Zoning Code	<b>Major Variations (per variation)</b>	
	non-refundable fee	\$250.00
	escrow deposit for recoverable expenses	\$1,500.00
Section 11-803 of Zoning Code	<b>Penalties</b>	

Annual Fee Ordinance (Municipal Code Section)	Description	Fees For FY 19/20
	Penalties	Not less than \$200.00 nor more than \$500.00 for each offense; provided, however that, if service of summons is made by certified mail pursuant to Illinois Revised Statutes Chapter 25, Section 1-2-9.1, the maximum fine shall not exceed \$200.00 for each offense
<b>Section 10: Subdivision Application Fees</b>	<b>Subdivision &amp; Development Code Fees</b>	
<b>Sec. 2-102 of Subdivision &amp; Development Code</b>	<b>Application for Final Engineering Plan approval</b>	
	escrow deposit for recoverable expenses	\$500 per lot not to exceed \$5000
<b>Sec. 2-106 of Subdivision &amp; Development Code</b>	<b>Application for each procedural or standard variation of the subdivision</b>	
	non-refundable fee	\$250.00
	escrow deposit for recoverable expenses	\$1,000.00
<b>Sec. 2-106 of Subdivision &amp; Development Code</b>	<b>Application for Tentative Subdivision Plat approval</b>	
	non-refundable fee	\$300.00
	escrow deposit for recoverable expenses	\$500 per lot for first 10 lots and \$200 per lot for each additional lot; not to exceed a total of \$10,000.
<b>Sec. 2-106 of Subdivision &amp; Development Code</b>	<b>Application to renew an expiring tentative plat</b>	
	non-refundable fee	\$250.00
	escrow deposit for recoverable expenses	\$1,000.00
<b>Sec. 2-106 of Subdivision &amp; Development Code</b>	<b>Subdivision, Development or similar agreement</b>	
	escrow deposit for recoverable expenses	\$5,000.00
<b>Sec. 2-106 of Subdivision &amp; Development Code</b>	<b>Annexation Agreement or amendment for a Proposed Development or Subdivision</b>	
	escrow deposit for recoverable expenses	\$7,000.00
<b>Sec. 2-106 of Subdivision &amp; Development Code</b>	<b>Condominium Conversion Agreement</b>	
	escrow deposit for recoverable expenses	\$7,000.00
<b>Sec. 2-106 of Subdivision &amp; Development Code</b>	<b>Transferee Assumption Agreement</b>	
	escrow deposit for recoverable expenses	\$2,500.00
<b>Sec. 2-106 of Subdivision &amp; Development Code</b>	<b>Application for Final Subdivision Plat approval</b>	
	non-refundable fee	\$300.00

New utility pole	\$1,000.00 for each small wireless facility addressed in an application that includes a new utility pole.
Single collocation	\$650.00 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure.
Batched-collocation	\$350.00 for each small wireless facility addressed in an application that is batched in groups of 2-25 that are locating on existing utility poles or wireless support structures.

(Ord. No. 2018-062, § II, 4-17-18)

Sec. 25-26. - Development Review & Observation—Appendix B.

Cultural/community center fund donation, per dwelling unit	\$500.00
Engineering review for minor projects not requiring P&Z or VB approval	\$100.00
Engineering review and observation	4% of cost of site/engineering construction cost as approved by the village engineer
Reimbursement of fees (pursuant to the terms of the "reimbursement of fees agreement" attached hereto as exhibit "A")	
Site grading plan and site review— Commercial	\$500.00 revision to approved plan—\$125.00

Site grading plan and site review—Residential	\$200.00 revision to approved plan—\$50.00
Technical review (all projects)	Minimum \$1,500.00 increase \$500.00 per acre Maximum \$7,500.00

(Ord. No. 2004-11, § I, 2-17-04; Ord. No. 2004-13, § IV, 3-2-04; Ord. No. 2004-99, § VI, 10-19-04; Ord. No. 2005-16, § III, 3-1-05; Ord. No. 2007-02, § IV, 1-16-07)

Sec. 25-27. - Zoning—Appendix C.

Code amendment application	\$750.00
Public notice sign deposit	\$60.00
Rezoning application	\$750.00
Special use permit application	\$750.00
Subdivision review—Preliminary and/or PUD	\$1,000.00
Subdivision review—Final and/or PUD	\$500.00
Subdivision review—Preliminary and final at same time	\$1,000.00
Zoning board of appeals—Administrative appeal	\$100.00
Zoning board of appeals—Commercial variation	\$500.00
Zoning board of appeals—Residential variation	\$100.00

RESOLUTION NO. R-88-2019

A RESOLUTION
AMENDING GENERAL, BUILDING, AND
MISCELLANEOUS SERVICE FEES

WHEREAS, the Village of Winnetka ("Village") is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970, pursuant to which it has the authority, except as limited by Section 6 of Article VII of such Constitution, to exercise any power and perform any function pertaining to the government and affairs of the Village, including, but not limited to, the powers (i) to regulate for the protection of the public health, safety, morals and welfare, (ii) to license, (iii) to tax, and (iv) to incur debt; and

WHEREAS, pursuant to its home rule authority and the Illinois Municipal Code, the Village is permitted to set rates and charge fees for various permits, licenses and services; and

WHEREAS, the President and Village Council have determined that adoption of this Resolution will serve and be in the best interest of the Village of Winnetka;

NOW, THEREFORE, be it resolved by the Council of the Village of Winnetka as follows:

SECTION 1: RECITALS. The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: GENERAL PERMIT, LICENSE AND REGISTRATION FEES. Fees are hereby established for certain permits, licenses and registrations, in the amounts and for the purposes set forth in the following Schedule of General Permit, License and Registration Fees, pursuant to the sections of the Winnetka Village Code ("Code") referred to therein:

SCHEDULE OF GENERAL PERMIT, LICENSE AND REGISTRATION FEES

Note: Unless otherwise specifically provided in the following Schedule of General Permit, License and Registration Fees ("Schedule"), all annual permits, licenses and registrations provided for in this Schedule are due and payable on or before the beginning of the fiscal year (January 1) of each year, and remain in effect until the end of the fiscal year (December 31).

Table with 3 columns: Type of Permit, License or Registration; Amount of Fee; Code Section. Rows include Amusement Devices (Daily, Annual), Animals (Dog License), and various dog license fees.

## SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

### MISCELLANEOUS FEES

<b>Construction &amp; Demolition Debris</b> (Sec. 15.54.080)	\$250
<b>Development Agreement – Base Fee</b> (Sec. 15.32.080(K))	<b>\$1,500</b>
[Note: Base Fee includes standard staff review time and 3 hours of Village Attorney time.]	
<b>Development Agreement – Supplemental Fee</b> (Sec.15.32.080(K))	Variable,
All Village costs in excess of those included in the Base Fee shall be based upon the actual time spent by the Village, plus costs incurred, and shall be incorporated into the Development Agreement.	based on Staff time
<b>Fire Prevention Permit</b> (Sec. 15.16.040)	\$130
<b>Partial Permits</b> (Sec. 15.32.110)	\$150
<b>Permit Renewal</b> (Sec. 15.32.200)	50% of total original building permit fee
<b>Stop Work Order</b> (Sec. 15.04.100)	
• 1 <sup>st</sup> Stop Work Order	\$250
• 2 <sup>nd</sup> Stop Work Order	\$500
• 3 <sup>rd</sup> Stop work Order	\$750
<b>Temporary Certificate of Occupancy</b> (Sec. 15.36.010)	\$275
<b>Village Attorney Services</b> (Sec. 5.66.040)	\$350 per hour,
For non-standard services related to post-approval implementation or amendment of development agreements, subdivisions and planned developments	½ hour increments

### PETITION FILING FEES

<b>Administrative Appeals</b>	
• Building Code Appeals (Sec. 15.72.010)	<b>\$350</b>
• Zoning Appeals (Sec. 17.72.010)	<b>\$450</b>
<b>Certificate of Appropriateness of Design</b> (Sec. 15.40.010)	
• For each new primary structure or addition thereto	<b>\$450</b>
• For each existing structure	<b>\$125</b>
• For each application for signs, canopies, or awnings	<b>\$55</b>
<b>Consolidation of Land into single parcel</b> (Sec. 16.08.010)	\$550
<b>Driveway Variation</b> (Sec. 12.12.010 and 15.44.040)	\$265
<b>Flood Plain Variation</b> (Sec. 15.68.100)	\$715
<b>Sign Variation</b> (Sec. 15.60.250)	\$220

**SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES**

<b>Special Use Permit (Sec. 17.56.010)</b>	<b>\$935</b>
<b>Subdivision of Land – Base Fee (Sec. 16.04.040)</b> [Note: Base Fee includes standard staff review time and 3 hours of Village Attorney time.]	<b>\$935</b>
<b>Subdivision of Land – Supplemental Fee (Sec. 15.32.080(K))</b> All Village costs in excess of those included in the Base Fee shall be based upon the actual time spent by the Village, plus costs incurred. For projects requiring a Development Agreement, the supplemental fee shall be incorporated into the Development Agreement.	Variable, based on Staff time
<b>Zoning Map Amendment (Sec. 17.72.040)</b>	<b>\$800</b>
<b>Zoning Planned Development (Chapter 17.58)</b>	<b>\$935</b>
<b>Zoning Special Use (Chapter 17.56)</b>	<b>\$935</b>
<b>Zoning Text Amendment (Sec. 17.72.040)</b>	<b>\$800</b>
<b>Zoning Variation by Zoning Administrator (Minor Variation) (Sec. 17.60.015)</b>	<b>\$250</b>
<b>Zoning Variation by Zoning Board of Appeals (Standard Variation) (Sec. 17.60.020)</b>	<b>\$400</b>
<b>Zoning Variation by Ordinance (Major Variation)(Sec. 17.60.030)</b>	<b>\$800</b>
<b>STREETS, SIDEWALKS, DRIVEWAYS AND OTHER IMPERMEABLE SURFACES</b> (Sec. 12.04.110)	
<b>Driveway curb cut, new or enlarged (Sec. 12.12.010)</b> [Note: Includes right-of-way excavation fee.]	\$200
<b>Right-of-way Excavation and/or Occupation, per excavation/occupation (Sec. 12.16.010 and 12.20.010)</b>	\$125
<b>Sewer, per sewer line type (Sec. 15.24.090)</b>	\$150
<b>Impermeable Surfaces (including driveways, sidewalks, patios, etc.) (Sec. 12.08.010)</b>	\$75
<b>Street Replacement (Sec. 12.04.20)</b> • Noncompliance fee	\$5,000

[Remainder of this page intentionally left blank.]



VILLAGE OF BANNOCKBURN  
Escrow Deposit and Reimbursement Agreement

This Escrow Deposit and Reimbursement Agreement, dated \_\_\_\_\_, 20\_\_\_\_ is by and between the Village of Bannockburn (“Village”) and \_\_\_\_\_ (“Petitioner”)

Type of Petition:    ARC I     ARC II     Variation     Special Use     PUD     Annexation     Other

**Section I: Petitioner Information**

**Amount of Escrow Deposit:**    \$ \_\_\_\_\_

**Location of Property:**    \_\_\_\_\_, Bannockburn, IL 60015

**Owner:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Petitioner:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Remaining Funds Returned to:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**Section II: Purpose and Amount of Deposit**

In the event that it is necessary for the Village to publish or mail legal notices or to obtain professional services, including, but not limited to, attorneys, engineers, planners, architects, surveyors, traffic or drainage experts, other consultants, additional inspections, permit fees, unpaid fines, or damage done during the construction project to any Village property or facility in connection with any Petitioner’s request for the Village to consider or otherwise take action architectural review, annexation, zoning change, special use permit, subdivision development, PUD or other improvement or development upon real property then the Petitioner and Owner of the property shall be jointly and severally liable for the payment of such professional fees including a 10% fee to cover administrative time and expenses.

At the time the Petitioner requests action from the Village he/she will be required to deposit an amount as detailed below and set forth in the Section 260-1131.D.3 of the Village of Bannockburn Code and Comprehensive Fee Schedule and no interest shall be payable on any such escrow account.:

<u>Category</u>	<u>Description</u>	<u>Amount</u>
Escrow Deposit <i>Commercial/Residential</i>	Architectural Review I which requires Village contractual services	\$200
	Architectural Review II – Projects less than \$5,000 that require Village contractual services	\$500
	Architectural Review II – Projects more than \$5,000 that require Village contractual services	The greater of the ARC processing fee or estimated Village contractual costs
	First Variation	\$1,000
	Each Additional Variation	\$1,500
	Special Use Permit / Amendment	\$2,000
	Text Amendment or Zoning Map Amendment	\$2,000
	Planned Development Amendment	\$2,500
	Planned Development Approval	\$10,000
	Annexation Agreement (relating to Zoning request)	\$5,000
	Annexation Agreement Amendment (relating to Zoning request)	\$2,000

**Section III: Draws from Escrow and Additional Deposits:**

Upon submission of bills by all professional staff and retained consultants deemed necessary by the Village, the Village shall pay said fees out of the specified escrow deposit account. Should the Village at any time determine that the escrow account established in connection with any application is, or is likely to become, insufficient to pay the actual costs of processing an application, the Village shall inform the applicant of that fact in writing and demand an additional deposit in an amount deemed to be sufficient to cover foreseeable additional costs. Unless and until such additional amount is deposited by the applicant, the Village may direct that processing of the application be suspended or terminated. Any such termination shall be deemed a withdrawal of the application by the applicant.

#### **Section IV: Withdrawal of Petition:**

A Petitioner who withdraws a petition may apply in writing to the Village Clerk for a refund of his initial deposit. The Manager may, in his discretion approve the refund application less any actual fees and costs which the Village has already incurred, relative to the petition.

#### **Section V: Liability; Lien:**

The owner of the property which is the subject of the application, and if different, the applicant, shall be jointly and severally liable for the payment of all application fees. By signing the application, the owner shall be deemed to have agreed to pay such fees and to consent to the filing and foreclosure of a lien on the subject property to insure collection of any such fees, plus the costs of collection, which have not been paid within 30 days following the mailing of a written demand for such payment to the owner at the address shown on the application. Any lien filed pursuant to this subsection may be foreclosed in the manner provided by statute for mortgages or mechanics' liens.

#### **Section VI: Assigning Authority:**

The Village Manager is authorized to assign requests for professional services to the Village staff or to consultants as he/she deems appropriate.

#### **Section VII: Remedies:**

The remedies available to the Village as set forth hereinabove are nonexclusive and nothing herein shall be construed to limit or waive the Village's right to proceed against any or all parties in a court of law of competent jurisdiction.

#### **Section VIII: Agreement:**

This Agreement shall commence upon receipt of the stipulated escrow deposit and signed acceptance of this Agreement by both the Village and Petitioner. The Agreement shall remain in force until either terminated by the Village as specified under Section III or remaining funds are released to Petitioner as specified under Section IX.

#### **Section IX: Final Settlement:**

As soon as reasonably feasible following final action on an application, the Village shall cause a final accounting to be made of the escrow deposits made in connection with such application and the actual costs of processing such application and shall make a final charge of such costs against such escrow deposit. A copy of the accounting shall be provided to the applicant. If the amount in the escrow is insufficient to pay the total actual costs, a written demand for payment of the balance due shall be mailed to the applicant. If any unused balance remains in the escrow account after paying the total actual costs, that amount shall be returned to the applicant.

#### **Section X: Severability:**

If any provision of this Agreement or its application to any person, entity or property is held to be invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application or validity of any other terms, conditions and provisions of this Agreement and, to that end, any terms, conditions and provisions of this Agreement are declared to be severable.

**Section XI: Acceptance:**

By signing this Agreement, the Petitioner and/or Owner acknowledge that each of them has read the foregoing paragraphs and each of them fully understands and agrees to comply with the terms set forth herein. Further, by signing below, each signatory warrants that he/she/it possesses full authority to so sign.

The Owner and/or Petitioner agree that Owner and Petitioner shall be jointly and severally liable for payment of fees referred to in applicable sections of the ordinances of the Village of Bannockburn, and as referred to hereinabove.

**PETITIONER**

**VILLAGE OF BANNOCKBURN**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

**Owner (if not petitioner or Management Company with authority to sign as owner)**

**CO-OWNER (or Commercial Tenant)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

# Third Party Cost Recovery Fees

## Third Party Cost Recovery

During the course of reviewing and processing development applications the City of Highland Park often incurs expenses for third party consulting costs. In order to efficiently process zoning applications, every filed petition is subject to certain cost recovery fees (“Cost Recovery Fees”) that are placed in a City escrow account (“Cost Recovery Fee Escrow”), as provided in Section 150.306 of “The Highland Park Zoning Code of 1997” as amended. Cost Recovery Fees are in addition to any and all other filing fees and other charges established by the City. Based on their typical complexity and need for third party consulting services, the Cost Recovery Fees for various projects are:

- Application Involving a Special Use: \$1,500
- Application Involving a Special Use w/exceptions: \$2,500
- Application Involving a Planned Unit Development: \$10,000
- Amendment to a PUD: \$5,000
- Application Involving a Special Exception to Zoning: \$2,000
- Application Involving a Subdivision: \$750
- Application Involving a Major Subdivision: \$5,000
- Other Projects Not Herein Defined: Determined by Director of Community Development

The following items denote costs incurred by the City in processing a petition that would be deducted from the Cost Recovery Fee Escrow:

- Publication of notices
- Court reporter (if necessary)
- Professional and technical consultant services
- Document recordation Process
- Corporation Counsel, or other City retained attorney or law firm, consultation, meeting attendance, document preparation and review
- Copy reproduction

## Process

Every petition must be accompanied by the required petition fee and Cost Recovery Fee. Cost Recovery Fees will be forwarded to the Finance Division and deposited in a Cost Recovery Fee Escrow.

Within 90 days following final action on a petition, a final accounting will be made and any remaining funds in the Cost Recovery Fee Escrow after payment of the total actual costs due will be returned to the owner or petitioner.

In cases where the Cost Recovery Fees exceed the original deposit, Community Development staff will notify the petitioner and request additional funds in increments of \$1,000. Such funds will be forwarded to Finance and added to the Cost Recovery Fee Escrow. The City shall maintain an accurate record of all drawings from the Cost Recovery Fee Escrow.

Failure to pay any portion of the Cost Recovery Fee or replenish the Cost Recovery Fee Escrow within 30 days of the mailing of notice shall be grounds for refusing to process a petition and for denying or revoking any permit.

## Petitioner Agreement

By signing below, the owner or petitioner acknowledges that it is subject to all of the provisions contained in Section 150.306 of the Zoning Code and agrees to pay, and to have consented to, (i) the Cost Recovery Fees, (ii) any costs of collection that have not been paid within 30 days following the mailing of a written demand for payment to the owner or petitioner at the address set forth on the petition, and (iii) any additional Cost Recovery Fees assessed. No petition filed shall be considered complete unless and until all fees and deposits have been paid. Every approval granted and every permit issued, whether or not expressly so conditioned, shall be deemed to be conditioned upon payment of Cost Recovery Fees as required pursuant to City ordinance.

Responsible Party Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Billing and Refund Information	
This information will be used for all billing and refunds.	
Name:	Phone:
Address	City, State, ZIP:
Email:	

**Village of Lake Bluff, Illinois  
Zoning Relief Application  
Escrow Agreement (Page 1 of 3)**

---

THIS AGREEMENT ("**Agreement**") is made and entered into as of \_\_\_\_\_, 20\_\_\_\_,  
by and between **THE VILLAGE OF LAKE BLUFF** ("**Village**") and  
\_\_\_\_\_  
 ("**Applicant**").

**IN CONSIDERATION OF** the recitals and mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

**SECTION 1. RECITALS.**

**A.** The Applicant has submitted to the Village for its review and consideration an application seeking zoning relief necessary to commence a proposed use at or to construct proposed improvements of the real property located at:  
\_\_\_\_\_, Lake Bluff, Illinois ("**Proposal**") that requires one or more of the following actions by the Village:

- i. Approval or amendment of zoning relief pursuant to Title 10 of the Municipal Code, including without limitation: a variation, special use permit, site plan approval, planned residential development, planned commercial development, planned mixed use development, RIO development plan, and/or amendment to the text of Title 10;
- ii. Approval or amendment of a plat of subdivision pursuant to Title 11 of the Municipal Code;
- iii. Approval pursuant to the Village's Watershed Development Ordinance, as adopted by reference in Title 12 of the Municipal Code; or
- iv. The preparation and consideration of amendments to the Village's liquor regulations, contained in Title 3, Chapter 2 of the Municipal Code.

**B.** Pursuant to Section 1-12-3 of the Village Comprehensive Fee Schedule and Section 10-2-6 of the Village Zoning Regulations ("**Escrow Regulations**"), applications for approval of a variation and a site plan and/or an amendment to a site plan and/or a text amendment to the Village's Zoning Regulations and other zoning relief must be accompanied by the applicable application fee and the applicant is responsible for payment of any additional costs incurred by the Village, including consultant costs and attorneys' fees, but not including normal operating activities such as internal staff time ("**Reimbursement Costs**").

**SECTION 2. CASH DEPOSIT.**

Pursuant to the Escrow Regulations, and in connection with the application for the Development, the Developer agrees to provide a cash escrow deposit to the Village in the amount of **\$3,000** ("**Escrow**") to be used towards Reimbursement Costs incurred by the Village in processing the application for approval of the Proposal.

**SECTION 3. REPLENISHMENT.**

Pursuant to the Escrow Regulations, the Village Administrator shall periodically review the Escrow to ensure that adequate funds are available to satisfy the Reimbursement Costs relating to the Development. The Village Administrator shall notify the Applicant at such times when draws are made against the Escrow towards Reimbursement Costs. Subject to the terms of this Agreement, in the event that the Village Administrator determines that sufficient funds are not available, the Village Administrator shall so notify the Applicant and request a further amount to defray the anticipated additional costs. The Village Administrator shall determine the further amount due based on the nature of the Proposal, its complexity, the anticipated need for additional legal and other consultant services, and the amount of time remaining before the completion of the Proposal. The Applicant shall be given fourteen (14) days to deposit the additional funds. In the event that the funds are not deposited, the Village shall take no further action on the Proposal and shall so advise the Applicant.

**SECTION 4. FINAL DISBURSEMENT.**

Pursuant to the Escrow Regulations, at the completion of the Proposal and after all outstanding Reimbursement Costs incurred by the Village related to the Proposal have been satisfied in full, the Village Administrator shall remit the balance of the Escrow, if any, to the Applicant.

**SECTION 5. DESIGNATED CONTACTS.**

The designated contact persons for the Applicant and the Village concerning this Agreement are as follows:

	<b><u>For Village</u></b>	<b><u>For Applicant</u></b>
<b>Name</b>	Glen Cole	_____
<b>Title</b>	Asst. to the Village Administrator	_____
<b>Organization</b>	Village of Lake Bluff	_____
<b>Address</b>	40 East Center Avenue	_____
<b>City, State, Zip</b>	Lake Bluff, IL 60044	_____
<b>Phone Number</b>	(847) 283-6889	_____
<b>Email</b>	gcole@lakebluff.org	_____

**Village of Lake Bluff, Illinois  
Zoning Relief Application  
Escrow Agreement (Page 3 of 3)**

---

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

**ATTEST**

By \_\_\_\_\_

Its \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_

Its \_\_\_\_\_

**APPLICANT**

By \_\_\_\_\_

Its \_\_\_\_\_

**VILLAGE OF LAKE BLUFF**

By \_\_\_\_\_

Its **Village Administrator**



VILLAGE OF VERNON HILLS  
 290 EVERGREEN DRIVE  
 VERNON HILLS, IL 60061  
 www.vernonhills.org  
 (847) 367-3700 FAX: (847) 367-2541

**APPLICATION FOR PLANNING CONSIDERATION & TECHNICAL REVIEW**

1.	Project Name:		
2.	General Location:		
3.	Address:	Acreage	
4.	Existing Zoning:	Proposed Zoning:	
5.	Existing Use:	Proposed Use:	
6.	PIN#:		
7.	Residential <input type="checkbox"/>	Commercial <input type="checkbox"/>	Industrial <input type="checkbox"/> Office <input type="checkbox"/> Other <input type="checkbox"/>
Specify:			

**PROJECT REPRESENTATIVES**

8.	Petitioners Name:		
Company:			
Address:			
Telephone:			
E-Mail:		Fax:	

9.	Developer/Builder:		
Address:			
Telephone:			
E-Mail:		Fax:	

10.	Land Planner:		
Address:			
Telephone:			
E-Mail:		Fax:	

11.	Civil Engineer:		
Address:			
Telephone:			
E-Mail:		Fax:	

12.	FEE CALCULATIONS		
	Technical Review Fees (For the 1 <sup>st</sup> acre)	\$1,500	\$
	• Acreage X \$500 (For each additional acre)		\$
	Engineering Review (Minor projects not requiring Board approval)	\$100	\$
	Subdivision Review		
	• Preliminary &/or PUD	\$1,000	\$
	• Final &/or PUD	\$500	\$
	• Preliminary & Final	\$1,000	\$
	Rezoning Application	\$750	\$
	Code Amendment Application	\$750	\$
	Site/Architectural/Landscape Review	\$500	\$
	• Changes to Approved Plans	\$250	\$
	(THE ABOVE FEES ARE NON-REFUNDABLE)		
	Reimbursable Fees		\$
		TOTAL	

APPLICANT SIGNATURE

---

DATE

---

FOR OFFICIAL USE ONLY

Case #:	Date:
Received By:	
Fees: \$	
Check #:	

## REIMBURSEMENT OF FEES AGREEMENT

<b>13. Petitioners Name:</b>		
<b>Company:</b>		
<b>Address:</b>		
<b>Telephone:</b>		
<b>E-Mail:</b>	<b>Fax:</b>	

<b>14. Owner:</b>	
<b>Address:</b>	
<b>Telephone:</b>	
<b>E-Mail:</b>	<b>Fax:</b>

### APPLICATION INSTRUCTIONS

**15. APPLICATION**

Applications for a Zoning Amendment, Special Use Permit, Zoning Variation, Administrative Appeals, or Subdivision Review shall be filed with the Village Clerk on the attached forms. The application shall include a check for the review fee per the approved fee schedule or ordinance (Ordinance 2004-13 Adopted March 3, 2004). Following the receipt of the application, the item will be scheduled for a public hearing before the appropriate Village Committee.

**16. REIMBURSEMENT OF FEES**

In the event that it is necessary for the Village to obtain professional services, including, but not limited to, attorneys, engineers, planners, architects, surveyors, traffic or drainage experts, or other consultants, in connection with any Petitioner's request for the Village to consider or otherwise take action upon annexation, zoning change, subdivision development, PUD or other improvement or development upon real property, then the Petitioner and Owner of the property shall be jointly and severally liable for the payment of such professional fees plus ten percent (10%) to cover the Village's administrative expenses. At the time the Petitioner requests action from the Village, he/she will be required to, in addition to all applications fees, deposit the following amounts with the Village as an initial deposit to be credited against fees and costs incurred for the above described services:

<b>5 ACRES AND UNDER</b>	<b>5.1 TO 10 ACRES</b>	<b>OVER 10.1 ACRES</b>
<b>\$3,000</b>	<b>\$6,000</b>	<b>\$10,000</b>

The Village shall send the Petitioner regular invoices for the fees and costs and the Petitioner shall reimburse the Village within fifteen (15) days of receipt of said invoice. Failure to remit payment within fifteen (15) days will cause all reviews to cease.

A Petitioner, who withdraws a petition for annexation into the Village, may apply in writing to the Village for a refund of his initial deposit. The Board of Trustees may, in its discretion, approve the refund application less any actual fees and costs, which the Village has already incurred relative to the petition.

Any professional fees incurred as a direct or indirect result of the Petitioner, Owner or their agent requesting a professional opinion or other wise requesting relief or assistance from the Village, whether or not related to real property, shall be reimbursed in accordance with this section if, in the discretion of the Village, a professional opinion is desired.

Upon the failure of the Owner or Petitioner to reimburse the Village in accordance with this subsection no action on any request made by the Owner or Petitioner will be undertaken by the Village Board of Trustees, or by any other official, quasi-official or deliberative individual or body hereunder; and such request shall remain in abeyance until all outstanding fees are paid in full. Further, the Village may deny any application for a grading, building or other permit if such amounts have not been paid in full. Upon any failure to reimburse the Village in accordance with this section, the Village may in its discretion, elect to place a lien against any real property associated with the Petitioner's request. Interest in the amount of one and one-half percent (1 1/2% with a minimum of \$5.00) per month shall accrue on all sums outstanding for thirty (30) days or more. Said lien shall be in an amount equal to the outstanding amount owed to the Village.

The Village President and Board of Trustees and Village Manager and staff members are hereby authorized to assign requests for professional services to the Village staff or to consultants, as it deems appropriate.

The remedies available to the Village as set forth hereinabove are non-exclusive and nothing herein shall be construed to limit or waive the Village's right to proceed against any or all parties in a court of law of competent jurisdiction.

17. **ACKNOWLEDGEMENT**

By signing below, the Petitioner and Owner acknowledge that each of them has read the foregoing paragraphs and each of them fully understands and agrees to comply with the terms set forth herein, further, by signing below, each signatory warrants that he/she/it possesses full authority to sign.

The Owner and Petitioner agree that Owner and Petitioner shall be jointly and severally liable for payment of fees referred to in the application sections of the ordinance of the Village of Vernon Hills, and as referred to hereinabove.

**Village of Vernon Hills, Illinois**

**Village Manager:** \_\_\_\_\_

**Attest:** \_\_\_\_\_

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

**Petitioner:** \_\_\_\_\_

**Owner** \_\_\_\_\_

**Attest:** \_\_\_\_\_

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

*When any professional services contemplated by this section are rendered by the Village staff, then in such case the party making the request shall reimburse the Village for its costs incurred in providing said professional services. Said reimbursement shall be at the rate of **Forty-Five Dollars (\$45.00)** per hour.*

## Chapter 15.74

### THIRD PARTY FEES AND ESCROW OF FUNDS

#### Sections:

- 15.74.010 Purpose.
- 15.74.020 Responsibility for professional fees.
- 15.74.030 Amount of fees.
- 15.74.040 Estimate of costs and establishment of escrow.
- 15.74.050 Withdrawals from escrow.
- 15.74.060 Closing of escrow.

#### Section 15.74.010 Purpose.

The general purposes of this chapter are to require persons or other legal entities who apply to or petition the Village for consideration or review of, or action on, any matter requiring Village approval to: (a) reimburse the Village, as required by this Code, for certain professional fees incurred by the Village as a result of the application or petition, and (b) deposit the funds necessary to reimburse the Village before the Village incurs any professional fees as a result of the application or petition. This chapter specifically applies to Village Attorney fees when specifically invoiced for services beyond the ordinary course of business. (MC-6-2014 § 2, 09/02/2014)

#### Section 15.74.020 Responsibility for professional fees.

Any person or other legal entity who applies to or petitions the Village for consideration or review of, or action on, any matter requiring Village approval shall be responsible for any services provided by any independent professional, when such services are required by the Village Code, the Village Manager (or the Manager's designee), or the Village Council, as part of the Village's review of, and any action in response to, the application or petition. (MC-6-2014 § 2, 09/02/2014)

#### Section 15.74.030 Amount of fees.

The Village Council shall establish by resolution the rates at which professional fees shall be reimbursed to the Village pursuant to this chapter. (MC-6-2014 § 2, 09/02/2014)

#### Section 15.74.040 Estimate of costs and establishment of escrow.

A. Upon receipt of any application or petition for Village consideration, review, or action, including approvals required under the Winnetka Zoning Ordinance, that will require the Village to obtain professional services, the Village Manager, or the Manager's designee, shall estimate the cost of the professional services based upon the nature and complexity of the required services by the Village Code, the rates established by the Village Council for reimbursement of professional fees, and any other factors that may be relevant to estimating the cost of the required professional services. The Village Manager or designee shall send written notice to the applicant or petitioner of the estimated cost of professional services required by the Village Code and shall require the applicant or petitioner to: (1) execute an escrow agreement in a form to be provided by the Village Manager, and (ii)

deposit the estimated amount with the Village within 14 days of receipt of the notice. The Village will not be required to take any official action on the application or petition before the applicant or petitioner executes and delivers the escrow agreement and makes the required escrow deposit. The escrow agreement will include provisions for the deposit, withdrawals, and closing of the escrow consistent with the provisions of this section and Sections 15.74.050 and 15.74.060 of this chapter.

B. Upon receipt of the executed escrow agreement and the amount equal to the estimated cost of the required professional services, the Village Manager, or the Manager's designee, shall deposit this amount into a separate escrow account established to defray the cost of professional fees incurred by the Village during its review of, and any action in response to, the application or petition. No interest shall be payable on any funds deposited in the escrow account. (MC-6-2014 § 2, 09/02/2014)

#### Section 15.74.050 Withdrawals from escrow.

A. The Village Manager, or the Manager's designee, shall require the professionals the Village engages in connection with the review of, and any action in response to, any application or petition to keep reasonably detailed records of their services performed and to invoice the Village no less frequently than monthly.

B. The Village shall draw on the funds deposited in the escrow account to pay, at the rates established by the Village Council, the invoices for professional services, as required by the Village Code, rendered in connection with the review of, and any action in response to, the application or petition. The Village Manager shall approve all draws from the escrow account, keep a written record of the draws, and send a written record of all draws to the applicant.

C. The Village Manager, or the Manager's designee, shall monitor the balance of funds on deposit in the escrow account to assure that sufficient funds are available to defray the cost of all professional services performed in connection with the review of, and any action in response to, the application or petition. If, at any time, the Village Manager determines that sufficient funds are not available, the Village Manager shall estimate the cost of the foreseeable remaining required professional services and send written notice to the applicant or petitioner requiring an additional amount to be deposited in the escrow account within 14 days after receipt of the notice, all in accordance with the escrow agreement and the process set forth in Section 15.74.040 . The Village Manager may instruct the professionals engaged in connection with the review of, and any action in response to, the application or petition to cease performing further services until the additional amount requested has been deposited into the escrow account. (MC-6-2014 § 2, 09/02/2014)

#### Section 15.74.060 Closing of escrow.

A. After all professional services required for the review of, and any action in response to, the application or request have been completed, the Village Manager shall perform a final accounting of the deposits made into the escrow account and the actual cost of the professional fees incurred. The Village Manager shall promptly provide a written copy of this accounting to the applicant or petitioner.

B. If the amount deposited in the escrow account is insufficient to pay for the actual professional fees incurred by the Village for the review of, and any action in response to, the application or petition, the Village Manager shall provide the applicant or petitioner with written notice and require payment of the balance due.

C. If, after the payment of all actual professional fees incurred for the review of, and any action in response to, the application or petition, the Village Manager shall promptly return any remaining balance to the applicant or petitioner. If the Village Manager is unable to return the balance held in the escrow account to the applicant or petitioner 30 days after sending written notice of any balance to the applicant or petitioner, the Village Manager shall be entitled to charge the applicant or petitioner an administrative fee of \$50.00 per month, and to draw upon the escrow account for the payment of the fee, until the applicant or petitioner recovers the balance or the balance is exhausted. If the applicant or petitioner does not recover the remaining balance held in the escrow account two years after the Village Manager sent the applicant or petitioner written notice, the Village Manager will be entitled to transfer the balance from the escrow account to the Village general fund. (MC-6-2014 § 2, 09/02/2014)



### **ITEM SUMMARY**

<b>Reviewing Body:</b>	Committee of the Whole
<b>Meeting Date:</b>	July 13, 2020
<b>Subject:</b>	Consideration of Approval of a Contract with H. Linden & Sons Sewer and Water of Plano, IL at a Cost not to Exceed \$127,278.00 for the Lincolnshire Drive Stand Pipe and Outflow Drainage Improvements (Village of Lincolnshire)
<b>Prepared By:</b>	Wally Dittrich – Assistant Public Works Director/Village Engineer
<b>Staff Recommendation:</b>	Consideration and approval
<b>Budgeted Amount:</b>	\$175,000.00
<b>Actual Amount:</b>	\$127,278.00
<b>Level of Service Impact:</b>	Not applicable
<b>Tentative Meeting Schedule:</b>	July 13, 2020 Committee of the Whole – Introduction July 27, 2020 Regular Village Board – Approval (Tentative)
<b>Reports and Documents Attached:</b>	1) Bid Tabulation

### **Request Summary**

On Wednesday July 8, 2020 the Village received three (3) proposals for the Lincolnshire Drive Drainage Improvements project. Staff reviewed the proposals and references received and recommends the Village to proceed with the lowest qualified bidder. Village staff requests approval of a contract with the lowest qualified bidder, with H. Linden & Sons Sewer and Water of Plano, IL in an amount not to exceed \$127,278.00.

### **Project Description**

The project consists of the repair of the storm sewer outfall to the Des Plaines River, located near the intersection of Lincolnshire Drive and Londonderry Lane, as well as the replacement of the standpipe used to connect the Village's 6" pump during flood events. The proposed standpipe replacement will allow staff to quickly connect the pump instead of setting up large discharge hoses which takes multiple Public Works staff members to set up and maintain. The project was bid out with the outfall improvements as the base bid and the standpipe improvements as a bid alternate. Staff recommends accepting both the base bid and alternate bid.



**Budget Impact**

The 2020 budget includes \$175,000 for this work. Village staff opened three (3) proposals detailed in the attached bid tabulation. The bid staff recommends accepting is approximately \$48,000 under the engineers estimate.

**Level of Service Impact**

N/A

**Approval Process**

An initial review by the Committee of the Whole on July 13, 2020, with a recommendation to be placed on the Consent Agenda for final approval July 27, 2020.

**Staff Recommendation / Next Steps**

Staff's recommends approval of the base bid and alternate bid from H. Linden & Sons Sewer and Water for the Lincolnshire Drive Drainage Improvements.





Project Lincolnshire Drive  
Standpipe Improvements  
 Section -  
 County Lake

**Estimate of Cost  
(DRAFT)**

Location of Improvement: Village of Lincolnshire, Illinois

The Work to be performed under this contract consists of the removal of existing 4" storm sewer forcemain and appurtenances, installing proposed 6" forcemain and appurtenances, installing temporary and permanent erosion and sediment control measures, installing permanent seeding and incidental work necessary to complete the improvements.

Item	Unit of Measure	Quantity	Unit Price	Total Cost	H Linden & Sons Sewer and Water Inc		Copenhaver Construction		Martam Construction	
					Unit Price	Total Cost	Unit Price	Total cost	Unit Price	Total Cost
<b>BASE BID</b>										
SELECTIVE CLEARING	SQ YD	105	\$27.00	\$2,835.00	\$10.00	\$1,050.00	\$7.00	\$735.00	\$15.00	\$1,575.00
TREE REMOVAL (6-15 UNITS DIAMETER)	UNIT	12	\$55.00	\$660.00	\$32.00	\$384.00	\$30.00	\$360.00	\$85.00	\$1,020.00
TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	24	\$110.00	\$2,640.00	\$58.00	\$1,392.00	\$42.00	\$1,008.00	\$100.00	\$2,400.00
INLET FILTER	EACH	1	\$250.00	\$250.00	\$140.00	\$140.00	\$140.00	\$140.00	\$350.00	\$350.00
SILT FENCE	FOOT	32	\$15.00	\$480.00	\$5.00	\$160.00	\$10.00	\$320.00	\$10.00	\$320.00
REMOVE EXISTING 4" QUICK DISCONNECT	EACH	1	\$500.00	\$500.00	\$100.00	\$100.00	\$500.00	\$500.00	\$200.00	\$200.00
REMOVE EXISTING 4" GATE VALVE AND VALVE BOX	EACH	1	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$250.00	\$250.00
REMOVE EXISTING 4" CHECK VALVE	EACH	1	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$700.00	\$700.00	\$250.00	\$250.00
REMOVE EXISTING 4" FORCE MAIN	FOOT	30	\$25.00	\$750.00	\$20.00	\$600.00	\$55.00	\$1,650.00	\$20.00	\$600.00
PLUG EXISTING 4" FORCE MAIN	EACH	2	\$400.00	\$800.00	\$2,000.00	\$4,000.00	\$750.00	\$1,500.00	\$150.00	\$300.00
CONNECT TO EXISTING MANHOLE	EACH	1	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
DUCTILE IRON FORCE MAIN, 6"	FOOT	60	\$100.00	\$6,000.00	\$200.00	\$12,000.00	\$160.00	\$9,600.00	\$140.00	\$8,400.00
DUCTILE IRON FORCE MAIN, 6" (DIRECTIONAL BORE)	FOOT	26	\$200.00	\$5,200.00	\$200.00	\$5,200.00	\$719.00	\$18,694.00	\$500.00	\$13,000.00
DUCTILE IRON TEE, 6"X6"	EACH	1	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$700.00	\$700.00	\$875.00	\$875.00
DUCTILE IRON FITTING, 45 DEGREE BEND	EACH	2	\$600.00	\$1,200.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00
GATE VALVE AND VALVE BOX, 6"	EACH	1	\$3,750.00	\$3,750.00	\$4,000.00	\$4,000.00	\$2,300.00	\$2,300.00	\$1,700.00	\$1,700.00
QUICK DISCONNECT, 6"	EACH	1	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,850.00	\$1,850.00
ELASTOMERIC CHECK VALVE, 6"	EACH	1	\$750.00	\$750.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00
SEEDING, CLASS 2A	ACRE	0.06	\$5,000.00	\$300.00	\$20,000.00	\$1,200.00	\$15,000.00	\$900.00	\$25,000.00	\$1,500.00
TEMPORARY EROSION CONTROL BLANKET	SQ YD	290	\$3.00	\$870.00	\$5.00	\$1,450.00	\$2.00	\$580.00	\$15.00	\$4,350.00
STONE RIPRAP, CLASS A3	SQ YD	6	\$200.00	\$1,200.00	\$180.00	\$1,080.00	\$300.00	\$1,800.00	\$600.00	\$3,600.00
CONSTRUCTION LAYOUT	LSUM	1	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	\$8,400.00	\$8,400.00	\$1,500.00	\$1,500.00
MOBILIZATION	LSUM	1	\$8,500.00	\$8,500.00	\$10,000.00	\$10,000.00	\$13,000.00	\$13,000.00	\$12,500.00	\$12,500.00
TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00	\$3,000.00	\$3,000.00
<b>SUB TOTAL</b>				\$53,685.00		\$67,256.00		\$76,887.00		\$63,040.00
<b>CONTINGENCY (20%)</b>				\$10,737.00						
<b>TOTAL ESTIMATED COST</b>				<b>\$64,422.00</b>						



**ITEM SUMMARY**

<b>Reviewing Body:</b>	Committee of the Whole
<b>Meeting Date:</b>	July 13, 2020
<b>Subject:</b>	Consideration and Discussion of a Joint Purchasing Agreement with Al Warren Oil Co. Inc., Hammond, IN for the Purchase of Gasoline and Diesel Fuel
<b>Prepared By:</b>	Bradford H. Woodbury – Public Works Director
<b>Staff Recommendation:</b>	Consideration, Discussion and Placement on the July 27, 2020 Consent Agenda for Approval.
<b>Budgeted Amount:</b>	\$70,000.00
<b>Actual Amount:</b>	\$70,000.00
<b>Level of Service Impact:</b>	Not applicable
<b>Tentative Meeting Schedule:</b>	July 13, 2020 COW - Introduction July 27, 2020 RVB – Approval (Tentative)
<b>Reports and Documents Attached:</b>	1) Suburban Purchasing Cooperative – Bid Results 2) Suburban Purchasing Cooperative - Contract

**Request Summary**

The Public Works Department seeks approval to enter into a fuel purchase agreement with Al Warren Oil Company, Hammond, IN through the Suburban Purchasing Cooperative (SPC) Joint Purchasing Contract for fuel purchase in 2020.

The Suburban Purchasing Cooperative is a cooperative joint purchasing organization of 134 municipalities in the six county area of Northern Illinois. The Village is able to purchase through this cooperative via its membership of the affiliate Northwest Municipal Conference (NWMC).

There are three methods that Municipalities traditionally use to procure fuel for their fleet which are as follows:

1. **Spot Market** – Contact vendors when supply is low and purchase from the vendor offering the lowest price.
2. **Fixed Pricing** – Enter into a contract with a vendor to procure fuel at a fixed price for a period of time (usually one month to a year).
3. **Contract with pricing linked to Index** – Al Warren Oil Company was awarded the Suburban Purchasing Cooperative contract for this type of procurement. The contract allows participating municipalities to procure fuel on an as-needed basis, with pricing linked to the Oil Price Information Service (OPIS) low rack price for the day of delivery, plus or minus the suppliers profit/overhead.



**Project Description**

This project is for the procurement of both gas and diesel fuels. The Village currently uses 89 octane for our fleet and B-20 in diesel trucks. Additionally, the Village owns three (3) standby off-site diesel generators, which run sanitary lift stations utilizing off-road diesel fuel.

**Budget Impact**

The 2020 Operating Budget includes \$70,000.00 for purchase of fuel. Please see the table below which outlines anticipated \$15,000 savings given the new contract as compared to the previous contract:

	<b>Gallons Purchased</b>	<b>Average Unit Price</b>	<b>Total Funds</b>	<b>Savings</b>
<b>2019 Gas</b>	22,503	\$1.94	\$50,000	-
<b>2020 Gas</b>	22,000 (anticipated)	\$1.89	\$41,000	<b>\$9,000</b>
<b>2019 Diesel</b>	8,771	\$2.00	\$20,000	-
<b>2020 Diesel</b>	9,000 (anticipated)	\$1.60	\$14,000	<b>\$6,000</b>
<b>Total Savings</b>	-	-	\$55,000	<b>\$15,000</b>

**Level of Service Impact**

Participating in this contract would allow the Village to procure fuel on an as-needed basis, with pricing linked to the Oil Price Information Service (OPIS) low rack price for the day of delivery, plus or minus the supplier's profit/overhead. By participating in this joint purchasing contract, the Village can expect to pay the OPIS (Oil Pricing Information Service) price for the day of delivery, plus applicable taxes and profit margins. Savings vary depending on the performance of the OPIS index. The duration of the contract is contract shall be July 6, 2020 through July 5, 2021 with the right to extend the contract for (3) three additional (1) one year periods under the same terms and conditions of the original contract.

**Approval Process**

An initial review by the Committee of the Whole on July 13, 2020, with a recommendation to be placed on the Consent Agenda for final approval July 27, 2020.

**Staff Recommendation / Next Steps**

The Public Works Department recommends that the Village of Lincolnshire enter into an agreement for fuel purchasing with Al Warren Oil Company Inc., Hammond, Indiana as part of a Suburban Purchasing Cooperative Agreement for fuel purchasing through the Northwest Municipal Conference.



2020 Fuel RFP #198 Prices by Item

Item #	Revised Schedule of Prices RFP #198 Addendum #3	Al Warren Oil				St. Marys Petroleum					
		\$	UOM	Est. Quantit	Unit Price	Ext \$	\$	UOM	Est. Quantity	Unit Price	Ext \$
	OPIS Chicago Index Low Rack	1.5473	Gallon				1.5473	Gallon			
	Profit/Overhead	0.1800	Gallon				0.2000	Gallon			
	Total Cost/gallon (Net Taxes)	1.7273	Gallon				1.7473	Gallon			
	Extended Total			100,000	\$ 1.7273	\$ 172,730			100000	\$1.7473	\$174,730
17	Grade #1 Diesel Fuel-Deliveries >2,500 gallons but <6,000 gallon										
	OPIS Chicago Index Low Rack	1.5473	Gallon				1.5473	Gallon			
	Profit/Overhead	0.0800	Gallon				0.1500	Gallon			
	Total Cost/gallon (Net Taxes)	1.6273	Gallon				1.6973	Gallon			
	Extended Total			100000	\$ 1.6273	\$ 162,730			100000	\$1.6973	\$169,730
18	Grade #1 Diesel Fuel-Deliveries >6,000 gallons										
	OPIS Chicago Index Low Rack	1.5473	Gallon				1.5473	Gallon			
	Profit/Overhead	0.0450	Gallon				0.0565	Gallon			
	Total Cost/gallon (Net Taxes)	1.5923	Gallon				1.6038	Gallon			
	Extended Total			100,000	\$ 1.5923	\$ 159,230			100000	\$1.6038	\$160,380
19	E70 Ethanol-Deliveries <2,500 gallons										
	OPIS Chicago Index Low Rack	1.3097	Gallon				1.3097	Gallon			
	Profit/Overhead	0.1800	Gallon				0.2000	Gallon			
	Total Cost/gallon (Net Taxes)	1.4897	Gallon				1.5097	Gallon			
	Extended Total			100,000	\$ 1.4897	\$ 148,970			100000	\$1.5097	\$150,970
20	E70 Ethanol-Deliveries >2,500 gallons but <6,000 gallon										
	OPIS Chicago Index Low Rack	1.3097	Gallon				1.3097	Gallon			
	Profit/Overhead	0.0800	Gallon				0.1500	Gallon			
	Total Cost/gallon (Net Taxes)	1.3897	Gallon				1.4597	Gallon			
	Extended Total			100,000	\$ 1.3897	\$ 138,970			100000	\$1.4597	\$145,970
21	E70 Ethanol-Deliveries >6,000 gallons										
	OPIS Chicago Index Low Rack	1.3097	Gallon				1.3097	Gallon			
	Profit/Overhead	0.0450	Gallon				0.0565	Gallon			
	Total Cost/gallon (Net Taxes)	1.3547	Gallon				1.3662	Gallon			
	Extended Total			100,000	\$ 1.3547	\$ 135,470			100000	\$1.3662	\$136,620
22	B2 Bio Diesel Fuel Deliveries <2,500 gallons										
	OPIS Chicago Index Low Rack	1.1410	Gallon				1.1410	Gallon			
	Profit/Overhead	0.1800	Gallon				0.2000	Gallon			
	Total Cost/gallon (Net Taxes)	1.3210	Gallon				1.3410	Gallon			
	Extended Total			100,000	\$ 1.3210	\$ 132,100			100000	\$1.3410	\$134,100
23	B2 Bio Diesel Fuel Deliveries >2,500 gallons but <6,000 gallon										
	OPIS Chicago Index Low Rack	1.1410	Gallon				1.1410	Gallon			
	Profit/Overhead	0.0800	Gallon				0.1500	Gallon			
	Total Cost/gallon (Net Taxes)	1.2210	Gallon				1.2910	Gallon			
	Extended Total			100,000	\$ 1.2210	\$ 122,100			100000	\$1.2910	\$129,100
24	B2 Bio Diesel Fuel Deliveries >6,000 gallon										
	OPIS Chicago Index Low Rack	1.1410	Gallon				1.1410	Gallon			
	Profit/Overhead	0.0450	Gallon				0.0565	Gallon			
	Total Cost/gallon (Net Taxes)	1.1860	Gallon				1.1975	Gallon			
	Extended Total			100,000	\$ 1.1860	\$ 118,600			100000	\$1.1975	\$119,750
25	B5 Bio Diesel Fuel Deliveries <2,500 gallons										
	OPIS Chicago Index Low Rack	1.1364	Gallon				1.1364	Gallon			
	Profit/Overhead	0.1800	Gallon				0.2000	Gallon			
	Total Cost/gallon (Net Taxes)	1.3164	Gallon				1.3364	Gallon			
	Extended Total			100,000	\$ 1.3164	\$131,640			100000	\$1.3364	\$133,640
26	B5 Bio Diesel Fuel Deliveries >2,500 gallons but <6,000 gallon										
	OPIS Chicago Index Low Rack	1.1364	Gallon				1.1364	Gallon			
	Profit/Overhead	0.0800	Gallon				0.1500	Gallon			
	Total Cost/gallon (Net Taxes)	1.2164	Gallon				1.2864	Gallon			
	Extended Total			100,000	1.2164	\$121,640			100000	\$1.2864	\$128,640
27	B5 Bio Diesel Fuel Deliveries >6,000 gallon										
	OPIS Chicago Index Low Rack	1.1364	Gallon				1.1364	Gallon			
	Profit/Overhead	0.0450	Gallon				0.0565	Gallon			
	Total Cost/gallon (Net Taxes)	1.1814	Gallon				1.1929	Gallon			
	Extended Total			100,000	1.1814	\$118,140			100000	\$1.1929	\$119,290
28	B11 Bio Diesel Fuel Deliveries <2,500 gallons										
	OPIS Chicago Index Low Rack	1.1364	Gallon				1.1364	Gallon			
	Profit/Overhead	0.1800	Gallon				0.2000	Gallon			
	Total Cost/gallon (Net Taxes)	1.3164	Gallon				1.3364	Gallon			
	Extended Total			100,000	\$1.3164	\$131,640			100000	\$1.3364	\$133,640
29	B11 Bio Diesel Fuel Deliveries >2,500 gallons but <6,000 gallon										
	OPIS Chicago Index Low Rack	1.1364	Gallon				1.1364	Gallon			
	Profit/Overhead	0.0800	Gallon				0.1500	Gallon			
	Total Cost/gallon (Net Taxes)	1.2164	Gallon				1.2864	Gallon			
	Extended Total			100,000	1.2164	\$121,640			100000	\$1.2864	\$128,640
30	B11 Bio Diesel Fuel Deliveries >6,000 gallon										
	OPIS Chicago Index Low Rack	1.1364	Gallon				1.1364	Gallon			
	Profit/Overhead	0.0450	Gallon				0.0565	Gallon			
	Total Cost/gallon (Net Taxes)	1.1814	Gallon				1.1929	Gallon			
	Extended Total			100,000	1.1814	\$118,140			100000	\$1.1929	\$119,290
31	B20 Bio Diesel Fuel Deliveries <2,500 gallons										
	OPIS Chicago Index Low Rack	1.1364	Gallon				1.1364	Gallon			

2020 Fuel RFP #198 Prices by Item

Item #	Revised Schedule of Prices RFP #198 Annendum #3	Al Warren Oil				St. Marys Petroleum					
		\$	UOM	Est. Quantit	Unit Price	Ext \$	\$	UOM	Est. Quantity	Unit Price	Ext \$
	Profit/Overhead	0.1800	Gallon					0.2000	Gallon		
	Total Cost/gallon (Net Taxes)	1.3164	Gallon					1.3364	Gallon		
	Extended Total			100,000	\$1.3164	\$131,640		100000	\$1.3364	\$133,640	
32	B20 Bio Diesel Fuel Deliveries >2,500 gallons but <6,000 gallon										
	OPIS Chicago Index Low Rack	1.1364	Gallon					1.1364	Gallon		
	Profit/Overhead	0.0800	Gallon					0.1500	Gallon		
	Total Cost/gallon (Net Taxes)	1.2164	Gallon					1.2864	Gallon		
	Extended Total			100,000	1.2164	\$121,640		100000	\$1.2864	\$128,640	
33	B20 Bio Diesel Fuel Deliveries >6,000 gallon										
	OPIS Chicago Index Low Rack	1.1364	Gallon					1.1364	Gallon		
	Profit/Overhead	0.0450	Gallon					0.0565	Gallon		
	Total Cost/gallon (Net Taxes)	1.1814	Gallon					1.1929	Gallon		
	Extended Total			100,000	1.1814	\$118,140		100000	\$1.1929	119290	
<b>GRAND TOTAL</b>						<b>\$4,596,760</b>					<b>\$4,587,351</b>

Additional Comments:

No additional delivery freight fee charge for < 1,000 gallons

St. Marys Petroleum states the maximum rebate provided will be .015 cents per gallon purchased, for example .005% average price of fuel at \$3.00 per gallon versus SPC stated fuel rebate is .5% on all purchases  
 Gallons less than 1,000 charges:  
 0-150 \$.80 margin plus \$100  
 151-200 .80 margin plus \$75  
 201-400 .55 margin  
 401-600 .35  
 601-1000 .25



# *A Joint Purchasing Program For Local Government Agencies*

---

June 30, 2020

Ms. Shaleen Okon  
Sales Representative  
Al Warren Oil Co., Inc.  
1646 Summer Street  
Hammond, IN 46320

Dear Ms. Okon,

This letter is to inform you that the Suburban Purchasing Cooperative (SPC) Governing Board has approved the award of the 2020 Gasoline (87, 89, & 92 Octane), Diesel Fuel, Ethanol 75 & 85 and B20 Bio Diesel Fuel Contract (#198) to Al Warren Oil Co., Inc. based on your response being the lowest responsible, responsive bid and in compliance with all bid specification requirements.

With acceptance of this contract, Al Warren Oil Co., Inc. agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded.

The duration of the contract is Contract shall be July 6, 2020 through July 5, 2021. The SPC reserves the right to extend the contract for (3) three additional (1) one year periods under the same terms and conditions of the original contract.

Al Warren Oil Co., Inc., Hammond, IN will handle all billing.

Al Warren Oil Co., Inc. shall remit to the NWMC Purchasing Manager on a quarterly basis, an amount equal to 0.5 % of the total dollar volume for the quarter. Contractor must furnish a report of purchases made from the contract by the last of the month following the end of each fiscal quarter:

- Quarter 1 – May, June, July, due August 31
- Quarter 2 – August, September, October, due November 30
- Quarter 3 – November, December, January, due February 28
- Quarter 4 – February, March, April, due May 31

This report is to be submitted to the NWMC Purchasing Director in Excel via email to [edayan@nwmc-cog.org](mailto:edayan@nwmc-cog.org), and mailed to 1600 East Golf Road, Suite 0700, Des Plaines, Illinois 60016 and shall include the following information: ordering municipality, date of order, date of delivery, item descriptions, total quantity delivered, item price (including mark-up and applicable taxes), total order extended price, and total volume for the quarter.

---

**DuPage Mayors &  
Managers Conference**  
1220 Oak Brook Road  
Oak Brook, IL 60523  
Suzette Quintell  
Phone: (630) 571-0480  
Fax: (630) 571-0484

**Northwest Municipal  
Conference**  
1600 East Golf Rd., Suite 0700  
Des Plaines, IL 60016  
Ellen Dayan, CPPB  
Phone: (847) 296-9200  
Fax: (847) 296-9207

**South Suburban Mayors  
And Managers Association**  
1904 West 174<sup>th</sup> Street  
East Hazel Crest, IL 60429  
Kristi DeLaurentiis  
Phone: (708) 206-1155  
Fax: (708) 206-1133

**Will County  
Governmental League**  
3180 Theodore Street, Suite 101  
Joliet, IL 60435  
Cherie Belom  
Phone: (815) 729-3535  
Fax: (815) 729-3536

The SPC looks forward to a productive year working with Al Warren Oil Co., Inc. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention.

Sincerely,



Ellen Dayan, CPPB  
Purchasing Director  
Northwest Municipal Conference



06/30/2020

Name: Ellen Dayan  
Northwest Municipal Conference

Date



6/30/20

Name: Shaleen Okon  
Al Warren Oil Co., Inc.

Date

---

**DuPage Mayors & Managers Conference**  
1220 Oak Brook Road  
Oak Brook, IL 60523  
Suzette Quintell  
Phone: (630) 571-0480  
Fax: (630) 571-0484

**Northwest Municipal Conference**  
1600 East Golf Rd., Suite 0700  
Des Plaines, IL 60016  
Ellen Dayan, CPPB  
Phone: (847) 296-9200  
Fax: (847) 296-9207

**South Suburban Mayors And Managers Association**  
1904 West 174<sup>th</sup> Street  
East Hazel Crest, IL 60429  
Kristi DeLaurentiis  
Phone: (708) 206-1155  
Fax: (708) 206-1133

**Will County Governmental League**  
3180 Theodore Street, Suite 101  
Joliet, IL 60435  
Cherie Belom  
Phone: (815) 729-3535  
Fax: (815) 729-3536



<b>Reviewing Body:</b>	Committee of the Whole
<b>Meeting Date:</b>	July 13, 2020
<b>Subject:</b>	Village Hall Brick Repairs
<b>Action Requested:</b>	Consideration of Approval of a Contract with G. Fischer Commercial Construction at a Cost not to Exceed \$159,000.00 for Brick Repairs at Village Hall(Village of Lincolnshire)
<b>Prepared By:</b>	Wally Dittrich – Assistant Public Works Director/Village Engineer
<b>Staff Recommendation:</b>	Consideration and Approval
<b>Budgeted Amount:</b>	\$95,000
<b>Actual Amount:</b>	\$159,000
<b>Level of Service Impact:</b>	N/A
<b>Meeting History:</b>	December 9, 2019 – Regular Village Board March 9, 2020 Regular Village Board
<b>Tentative Meeting Schedule:</b>	July 27, 2020 – Regular Village Board
<b>Reports and Documents Attached:</b>	1) Bid results

### **Background**

In 2019, the Village completed a facility assessment of the Public Works Facility and Village Hall which helped to identify and prioritize improvements needed at the Public Works Facility. These improvements were incorporated into the Village's 10 Year Capital Improvement Plan so they could be adequately budgeted for and coordinated over the course of time. Work planned for 2020 included security upgrades to Village Hall and Public Works, flooring replacement in Village Hall, and brick repairs at Village Hall. As a result of the current COVID-19 financial impact, the decision was made to defer the security upgrades and flooring replacement to future years and proceed with the brick repairs in 2020.

### **Project Description**

Various brick repairs are required at Village Hall due to water and ice damage. The work will consist of tuck pointing repairs at various locations on Village Hall, brick repair/replacement at various locations, as well as capstone repairs/replacements on walls by the employee entrance, police station, and flag pole. 9 bids were received, with the low bid being \$159,000.00 (this is the corrected amount as the original low bidder did not include the \$10,000 allowance for unanticipated conditions that could be discovered during the course of tuck pointing/brick repairs, however these variances did not result in changing the low bidder). There was a significant cost difference in the bidders due to a variety of factors including contractor understanding of the scope and each individual contractor's availability to do the work.

### **Budget Impact**

\$95,000 has been included in the 2020 budget for this improvement and \$240,000 in other facility improvements have been deferred from the 2020 budget.



**Level of Service Impact**

Water damage from voids in the brickwork will be repaired, preventing further damage.

**Approval Process**

An initial review by the Committee of the Whole on July 13, 2020, with a recommendation to be placed on the Consent Agenda for final approval July 27, 2020.

**Staff Recommendation/Next Steps**

During the development of the project quantities and finalizing the project scope, numerous other areas in need of repair were identified beyond what was originally estimated during the 2019 facility assessment. These areas are all equally in need of repair to prevent further damage to the brickwork, which to date has not undergone a major repair project since the Village Hall was constructed back in 1992. Staff considered 3 alternatives:

1. Reduce the scope of work and rebid the project
2. Reject all bids and defer the work to 2021 with additional quantities to account for damage that may occur over next winter
3. Proceed with the award of the contract as-is.

Staff recommends the approval of the contract with G. Fischer Commercial Construction in the amount of \$159,000 in order to minimize the need for additional repairs in the future.

June 26, 2020

Mr. Walter Dittrich  
Assistant Public Works Director  
Village of Lincolnshire  
1 Olde Half Day Road  
Lincolnshire, Illinois 60069

RE: Bid Results  
Village of Lincolnshire – Village Hall Exterior Masonry Repairs  
Kluber Project No. 19-417-1292

Dear Mr. Dittrich,

On June 22, 2020 bids were publicly opened and read aloud for the above referenced project. Nine contractors chose to submit bids for the project. The low base bid was submitted by G. Fisher Commercial Construction from Aurora, Illinois in the amount of \$159,000.00. The second lowest base bid was submitted by BP & T Construction from Arlington Heights, Illinois in the amount of \$170,100.00. See attached bid tabulation for details on bid results.

We conducted a Contractor Bid Scope Review with these bidders and believe their bids to be responsive and complete.

Therefore, the Board may wish to award a Contract to G Fisher Commercial Construction in the amount of \$159,000.00,

The information contained herein and in the attached bid tabulation and scope review is provided to you for reference and use in your decision to award the Contract. Thank you for the opportunity to be of service to the Village of Lincolnshire and we look forward to the successful completion of this project with you.

Sincerely,



Charlene Johnsos  
Project Manager  
Kluber Architects + Engineers

Attachments: Bid Tabulation, Bid Scope Review

Project : 1292 - Village of Lincolnshire Masonry Repairs

Date: 6/22/2020

Owner: Village of Lincolnshire

Time: 10:00 AM

	Plan Holder	Location	Bid Bond	Addendum No. 1	Addendum No. 2	Base Bid	Comments
1	G. Fisher Commercial Construction	Danielle Fisher		Y	Y	\$149,000.00	
2	BP & T Construction	Arlington Heights, IL		Y	Y	\$170,100.00	
3	Rasco Mason Contractors	Grayslake, IL		Y	Y	\$196,000.00	
4	Red Feather Group	Glenview, IL		Y	Y	\$256,000.00	
5	Action 1 Construction, Inc.	Chicago, IL		Y	Y	\$290,000.00	
6	Midwest Services	Chicago, IL		Y	Y	\$293,000.00	
7	Berglund Construction Company	Chicago, IL		Y	Y	\$375,000.00	
8	Union Contracting, Inc.	Chicago, IL		Y	Y	\$387,890.00	
9	KR Tec Group, LLC	Matt Serwicki		Y	Y	\$422,000.00	

**BID SCOPE REVIEW**  
**VILLAGE OF LINCOLNSHIRE MASONRY REPAIRS**  
**Kluber Project No. 19-417-1292**

Contractor: G. Fisher Commercial Construction

Contact: George Fisher

Base Bid Amount: \$149,000.00

Phone: 331-256-6847

Email: gfisher@fisher-construction.com

Date: June 24, 2020

All Addenda have been included in the bid.	Yes
All pertinent Allowances are included in the bid.	Yes
A bid bond was included in the bid package.	Yes
Are there any qualifications to the bid?	No
Are there any material deliveries which you feel could have a negative impact on the project schedule?	No
Are you aware of any discrepancies and/or have any questions on the bid documents?	No

**SCOPE REVIEW:**

Base Bid:

Project consists of exterior masonry work including but not limited to; tuckpointing, retaining wall and trash enclosure coping rework, and damaged brick replacement.

References:

Chris Erwin, Patrick Engineering – project with City of Berwyn

1. What was the Contractor work scope? Steel beam reinforcement
2. Did the Contractor adequately staff the project? Yes
3. Was the materials and workmanship in compliance with the contract documents? Yes
4. Did the Contractor cause any delays to the project? No (three day project very fast)
5. Did the Contractor work to actively resolve any problems? No
6. Did the Contractor coordinate and cooperate with other contractors and suppliers? Yes
7. Would you recommend them on future work? Yes
8. Any additional comments?

Tom Pawolicz Village of Bolingbrook

1. What was the Contractor work scope? Interior work
2. Did the Contractor adequately staff the project? Yes
  
3. Was the materials and workmanship in compliance with the contract documents? Yes
4. Did the Contractor cause any delays to the project? No
5. Did the Contractor work to actively resolve any problems? No
6. Did the Contractor coordinate and cooperate with other contractors and suppliers? Yes
7. Would you recommend them on future work? Yes
8. Any additional comments? Have hired them on a number of projects.

The above constitutes Kluber, Inc. interpretation of the Bid Scope Review telephone call on June 25, 2020. Any changes or discrepancies shall be received by Kluber, Inc. in writing within five business days.





<b>Reviewing Body:</b>	Committee of the Whole
<b>Meeting Date:</b>	July 13, 2020
<b>Subject:</b>	Village Hall Brick Repairs
<b>Action Requested:</b>	Approval of a Supplement to an Existing Professional Service Agreement with Kluber Architects & Engineers in the Amount of \$5,950 for Tuckpointing Design, Bidding, and Construction Administration Services (Village of Lincolnshire)
<b>Prepared By:</b>	Wally Dittrich – Assistant Public Works Director/Village Engineer
<b>Staff Recommendation:</b>	Consideration and approval
<b>Budgeted Amount:</b>	\$29,500
<b>Actual Amount:</b>	\$35,475
<b>Level of Service Impact:</b>	N/A
<b>Meeting History:</b>	December 9, 2019 – Regular Village Board March 9, 2020 – Regular Village Board
<b>Tentative Meeting Schedule:</b>	July 27, 2020 – Regular Village Board
<b>Reports and Documents Attached:</b>	Supplement to Agreement for Professional Services with Kluber Architects & Engineers

### **Background**

In 2018, the Village completed a facility assessment of the Village Hall which helped to identify and prioritize improvements needed at the Village Hall. These improvements were incorporated into the Village's 10 Year Capital Improvement Plan so they could be adequately budgeted for and coordinated over the course of time. Work planned for 2020 included security upgrades to Village Hall and Public Works, flooring replacement in Village Hall, and brick repairs at Village Hall. As a result of the current COVID-19 financial impact, the decision was made to defer the security upgrades and flooring replacement to 2020 and proceed with the brick repairs.

### **Project Description**

Various brick repairs are required at Village Hall due to water and ice damage. The work will consist of tuck pointing repairs at various locations on Village Hall, brick repair/replacement at various locations, as well as capstone repairs/replacements on walls by the employee entrance, police station, and flag pole. The improvements were separated out for bidding and will be managed as a separate construction contract as opposed to 1 larger construction contract. The additional cost to bid/manage these improvements is \$5,950.00

In December of 2019, the Village Board approved a contract with Kluber Architects in the amount of \$23,750.00 for the design, bid document preparation, and construction administration for flooring replacement in Village Hall, brick repairs at Village Hall, and security upgrades at Village Hall and Public Works. In February 2020, the decision was made to separate out the flooring/brickwork contract from the security work resulting in an increase to the original contract of \$5,775, raising the upper limit of the



contract to \$29,525.00. The supplement to break out the tuckpointing work from the other work deferred to 2021 raises the total upper limit of the agreement to 35,475.00

**Budget Impact**

\$29,500 was originally budgeted for this work, however not all of it will be spent in 2020 due to the deferment of the flooring and security work to 2021; therefore, there are funds in the 2020 budget to accommodate this supplement.

**Level of Service Impact**

Water damage from voids in the brickwork will be repaired, preventing further damage.

**Approval Process**

An initial review by the Committee of the Whole on July 13, 2020, with a recommendation to be placed on the Consent Agenda for final approval July 27, 2020.

**Staff Recommendation/Next Steps**

Staff recommends approval of a supplement to the previously approved contract with Kluber Architects & Engineers to include the design of security upgrades to the Public Works Facility increasing the contract to a cost not to exceed \$35,475.00 to manage the project.



# AIA Document G802™ – 2017

## Amendment to the Professional Services Agreement

**PROJECT:** *(name and address)*  
1292 - Village of Lincolnshire -  
Village Hall Updates

**AGREEMENT INFORMATION:**  
Date: November 19, 2019

**AMENDMENT INFORMATION:**  
Amendment Number: 002  
  
Date: May 12, 2020

**OWNER:** *(name and address)*  
Village of Lincolnshire  
1 Olde Half Day Road  
Lincolnshire, Illinois 60009

**ARCHITECT:** *(name and address)*  
Kluber, Inc.  
10 S. Shumway Avenue  
Batavia, Illinois 60510

The Owner and Architect amend the Agreement as follows:  
Revise drawings to include the masonry work only. This will be the only work bid and constructed at this time.

The Architect's compensation and schedule shall be adjusted as follows:

**Compensation Adjustment:**

Basic Services:	Original	Additional (001)	Additional (002)	Total
Construction Documents Phase.....	\$18,425.00	+ \$3,700.00	+ \$2,100.00	= \$ 24,225.00
Bidding Phase .....	\$ 1,750.00	+ \$ 875.00	+ \$1,400.00	= \$ 4,025.00
Construction Administration Phase.....	\$ 3,575.00	+ \$1,200.00	+ \$2,450.00	= \$ 7,225.00
 Total Basic Services Fee:	 \$23,750.00	 + \$5,775.00	 + \$5,950.00	 = \$35,475.00

**Schedule Adjustment:**  
To be determined as mutually agreed.

**SIGNATURES:**

Kluber, Inc.

**ARCHITECT** *(Firm name)*

**SIGNATURE**

Michael T. Kluber, President

**PRINTED NAME AND TITLE**

May 12, 2020

**DATE**

Village of Lincolnshire

**OWNER** *(Firm name)*

**SIGNATURE**

Elizabeth J. Brandt, Mayor

**PRINTED NAME AND TITLE**

**DATE**



**ITEM SUMMARY**

<b>Reviewing Body / Meeting Date:</b>	Committee of the Whole – July 13, 2020
<b>Subject:</b>	Village of Lincolnshire Westside reservoir tank mixer and air ventilation system installation
<b>Action Requested:</b>	Approval of a Professional Service Contract with Strand Engineering for Design and Bid Specification Preparation of Tank Mixers and Air Ventilation Systems at a Cost not to Exceed \$24,950.00 (Village of Lincolnshire)
<b>Prepared By:</b>	Maxwell Geib, Utilities Superintendent
<b>Staff Recommendation:</b>	Consideration and Approval
<b>Budgeted Amount:</b>	\$160,000.00 (for design and construction)
<b>Actual Amount:</b>	\$24,950.00 (for design)
<b>Level of Service Impact:</b>	Address water quality
<b>Meeting History:</b>	N/A
<b>Tentative Meeting Schedule:</b>	July 13, 2020 Committee of the Whole – Introduction July 27, 2020 Regular Village Board - Approval (Tentative)
<b>Reports / Documents Attached:</b>	1) Engineering Agreement

**Request Summary**

Approval of a professional service contract with Strand Engineering to design and prepare bid documents for the installation of tank mixers and air ventilation systems at the West Side Reservoir in the not to exceed amount of \$24,950.00.

**Project Description**

This project directly improves the quality of water coming out of the Westside Reservoir. The Village has a 2.6 million gallon reservoir at the west side location. The reservoir is divided into three tanks, two - 1 million gallon reservoirs and one - 600,000 gallon reservoir. Based on the amount of water stored at this location, water quality is an important issue. The Village stores a large amount of water in the West Side Reservoir to have resources available in the event of an emergency, or if the Village cannot pump water from the Eastside Reservoir to the Westside Reservoir fast enough to refill or provide adequate emergency water supply when needed. The routine storage of large amounts of water creates potential water quality issues that may arise when water sits inside the reservoir, not moving, and byproducts related to water treatment are not able to be removed. The byproducts produced consist of two chemicals; trihalomethanes and haloacetic acids, which are disinfecting byproducts produced after water has been chlorinated. The Village tests for these disinfectant byproducts quarterly, and historically levels have been at the upper limit of the acceptable range due to the volume of water that sits at the Westside Reservoir. While the water quality meets all Illinois Environmental Protection Agency standards, additional measures are recommended to ensure the Village’s ability to meet these standards consistently over time.

The solution for this water quality issue is the installation of a tank mixer in each of the 1 million gallon tanks and an air ventilation system which will serve the entire Westside Reservoir. These two systems are designed to move the water around allowing for the disinfectant by products to be pushed up out of the water and then pulled out of the reservoirs via the air ventilation system. The air handling system will then draw in new fresh air on top of the water. Moving water is always healthier than sitting water;



allowing for chemicals to move out of the water and out of the system. This happens on a much larger scale looking at the entire distribution system, when demand occurs and water is pulled from fixtures in homes and businesses and fire hydrants during times of emergency and routine maintenance.

Staff received Requests for Qualifications submittals from 5 consulting firms in May of 2020 to assist with development of design and bid specifications for the planned tank mixers and air handling system. Strand Associates, Inc. was the most qualified based on their understanding of the Village's needs, experience with similar projects, and their current involvement with the Village's water model update.

**Budget Impact**

\$160,000 has been included in the 2020 budget for design and construction of this improvement. The proposed professional services agreement contemplates \$24,950 in design and bid services. The remaining budget will cover cost related to construction and installation.

**Level of Service Impact**

Improve the quality of water at the Westside Reservoir for distribution.

**Approval Process**

An initial review by the Committee of the Whole on July 13, 2020, with a recommendation to be placed on the Consent Agenda for final approval July 27, 2020.

**Staff Recommendation / Next Steps**

If we move forward with this proposal, the Village would enter into an agreement with Strand Engineering to provide these services which would include bidding out the project for construction by contractors which would be brought back to the Village Board for approval at a future meeting. It is anticipated that this work would be completed by the end of the year. Staff recommends approval of an agreement with Strand Engineering.

Task Order No. 20-02  
Village of Lincolnshire, Illinois (OWNER)  
and Strand Associates, Inc.<sup>®</sup> (ENGINEER)  
Pursuant to Agreement for Technical Services dated May 14, 2020

**Project Information**

Services Name: West Side Reservoir Tank Mixer and Ventilation System Preliminary Design Report

Services Description: Conduct initial observations of the West Side reservoir to develop design options and features for tank mixing and aeration, which will be provided in a preliminary design report for OWNER's consideration.

**Scope of Services**

ENGINEER will provide the following services to OWNER:

1. Provide request for information to OWNER for existing information related to OWNER's distribution system and reservoir for this project.
2. Review OWNER provided data.
3. Conduct on-site kickoff meeting with OWNER, followed by initial site review of West Side Reservoir.
4. Watch OWNER's observation video of West Side Reservoir to identify potential improvements.
5. Evaluate up to three tank mixing and aeration system options towards design and installation within the West Side reservoir.
6. Provide a summary of the tank reviews, equipment options, an opinion of probable costs, and project schedule in a draft report for review by OWNER.
7. Attend one Skype meeting to review the draft report. Incorporate OWNER's comments as appropriate.
8. Prepare final report for OWNER's approval prior to final design.

**Compensation**

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses an estimated fee not to exceed \$24,950.

The estimated fee is based on a total 167 hours of effort by ENGINEER.

Village of Lincolnshire  
Task Order No. 20-02  
Page 2  
June 22, 2020

**Schedule**

Services will begin upon execution of this Task Order, which is anticipated the week of June 22, 2020. Services are scheduled for completion on September 30, 2020.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

STRAND ASSOCIATES, INC.®

OWNER:

VILLAGE OF LINCOLNSHIRE

**DRAFT**

\_\_\_\_\_  
Joseph M. Bunker  
Corporate Secretary

Date

\_\_\_\_\_  
Elizabeth Brandt  
Mayor

Date



**ITEM SUMMARY**

<b>Reviewing Body / Meeting Date:</b>	Committee of the Whole – July 13, 2020
<b>Subject:</b>	Village of Lincolnshire EPA mandated Emergency Response Plan and Risk and Resilience Assessment
<b>Action Requested :</b>	Approval of a Professional Service Contract with HR Green to for the Development of an Emergency Response Plan and Completion of a Risk and Resilience Assessment at a Cost not to Exceed \$38,220.00 (Village of Lincolnshire)
<b>Prepared By:</b>	Maxwell Geib, Utilities
<b>Staff Recommendation:</b>	Consideration and Approval
<b>Budgeted Amount:</b>	\$39,000
<b>Actual Amount:</b>	\$38,220
<b>Level of Service Impact:</b>	EPA Mandated Assessment
<b>Meeting History:</b>	N/A
<b>Tentative Meeting Schedule:</b>	<a href="#">July 13<sup>th</sup>, 2020</a>
<b>Reports / Documents Attached:</b>	N/A

**Request Summary**

Approval of Emergency Response Plan and Risk and Resilience assessment contract with HR Green to comply with EPA mandate in the not to exceed amount of \$38,220.00.

**Project Description**

This project is required by the United States Environmental Protection Agency (USEPA) and is require to be completed by June 2021. These assessments are a new requirement by USEPA. This type of Risk Assessment and Emergency Response Plan is now due every five years. The project requires a consultant to assist the Village in developing/updating an Emergency Response Plan that outlines what the Village is to do when emergencies happen. This emergency response plan will highlight natural disasters, utility outages and terrorist attacks. The Emergency Response Plan is developed strictly from a water standpoint, meaning sanitary sewer systems, storm sewer systems, Village Hall and Public Works facilities are not considered during the assessment. The consultant will also assist the Village in completing a Risk and Resilience assessment, which identifies risks in the water system and how resilient the Village is to each of the emergencies the Village could possibly face. The risk and resilience assessment will highlight the weak points in the system and help the Village direct updates to the 10-Year Capital Improvement Plan moving forward in replacing or improving the weak areas of the water system. These items are on a timeline established according to the EPA with the Risk and Resilience assessment to be conducted first and completed by December 31, 2020 in the amount of \$25,410. The second half of the assessment will be the Emergency Response Plan, which is required to be submitted to the EPA by April 30, 2021. The budget for this phase is of \$12,810.

Staff received Requests for Qualifications submittals from 10 consulting firms in May of 2020. HR Green was the most qualified based on their understanding of the Village’s needs, experience with similar projects, and their past experience with performing a similar analysis for Lake County Public Works central distribution system which serves Vernon Hills.



**Budget Impact**

This project has been budgeted for in the Utilities Divisions operating budget in 2020. This project based on the EPA timeline will result in the funds for the project to be expended between 2020 (\$25,410) and 2021 (\$12,810) in a total amount of \$38,220 based on the anticipated progression of the work.

**Level of Service Impact**

Conduct facilities assessments and provide detailed information on the Villages two eastside and westside water pumping stations and the Villages cross connection with Buffalo Grove.

**Approval Process**

An initial review by the Committee of the Whole on July 13, 2020, with a recommendation to be placed on the Consent Agenda for final approval July 27, 2020.

**Staff Recommendation / Next Steps**

Once approved, staff will work with the consultant on the development of an emergency response plan and to conduct a risk and resilience assessment for submittal to the EPA. Staff recommends approval of an agreement with HR Green for this work.



## **PROFESSIONAL SERVICES AGREEMENT**

**For**

**Risk and Resilience Assessment and Emergency Response Plan**

Walter Dittrich, PE  
Assistant Director of Public Works/Village Engineer  
Village of Lincolnshire  
1 Olde Half Day Road  
Lincolnshire, IL 60069  
Phone: 847-883-8600

Ravi S. Jayaraman, PE  
Senior Project Manager  
HR Green, Inc.  
420 Front Street  
McHenry, IL, 60050

HR Green Project Number - 200665

June 24, 2020

## **TABLE OF CONTENTS**

- 1.0 PROJECT UNDERSTANDING
- 2.0 SCOPE OF SERVICES
- 3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
- 4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
- 5.0 SERVICES BY OTHERS
- 6.0 CLIENT RESPONSIBILITIES
- 7.0 PROFESSIONAL SERVICES FEE
- 8.0 TERMS AND CONDITIONS



THIS **AGREEMENT** is between VILLAGE OF LINCOLNSHIRE (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

## 1.0 Project Understanding

### 1.1 General Understanding

The America's Water Infrastructure Act of 2018 (AWIA) requires community water systems serving more than 3,300 people to conduct a Risk and Resilience Assessment (RRA), and to prepare or revise an Emergency Response Plan (ERP). The communities have to submit a certification to the U.S. Environmental Protection Agency (U.S. EPA) for each (RRA and ERP). In general, the AWIA considerations for RRA and ERP include:

#### RRA

- Risks to the water system from malevolent acts and natural hazards
- Resilience of system components
- Monitoring practices for such things as operations, water quality, energy, and security
- Financial Infrastructure of the Utility
- Use, storage, and handling of various chemicals
- Operations and maintenance

#### ERP

- Strategies and resources to improve resilience, including physical and cyber security
- Plans and procedures that can be implemented and identification of equipment that can be utilized in the event of a malevolent act or natural hazards that threaten the ability to supply safe drinking water
- Actions, procedure, and equipment to lessen the impact on public health and safety and supply of safe drinking water from a malevolent act or natural hazard
- Strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security of the water system

In response to the requirements of AWIA, CLIENT seeks assistance with conducting a RRA and preparation of an ERP. Based on the population served by the CLIENT, the RRA needs to be completed and certification submitted to U.S. EPA by June 30, 2021. An ERP certification should be submitted within 6 months following RRA submittal, but not later than December 30, 2021. This assessment is to be accomplished in a collaborative manner in which COMPANY and appropriate representatives of the CLIENT would participate. The CLIENT has retained COMPANY to complete an RRA & ERP for the water facilities listed below:

1. East Reservoir and Booster Station
2. West Reservoir and Booster Station
3. Meter Vault - Emergency Interconnection with Village of Buffalo Grove

COMPANY understands that CLIENT has previously completed a Security Vulnerability Assessment (VA) and ERP. CLIENT will forward copies of the VA and ERP documents for use by the COMPANY. CLIENT is requesting assistance from COMPANY to complete the Risk and Resilience Assessment and development of an ERP per requirements of the

AWIA using the previously developed VA and ERP reports as starting point for the required assessments.

## 1.2 Design Criteria/Assumptions

- The project will follow the Risk Assessment Methodology detailed in AWWA J-100-10: *Risk and Resilience Management of Water and Wastewater Systems* to complete the Risk and Resilience Assessment (RRA).
- The project will follow AWWA G440-17: *Emergency Preparedness Practices* and AWWA Manual M-19: *Emergency Planning for Water and Wastewater Utilities* to complete the Emergency Response Plan (ERP).
- According to the AWWA J-100 methodology, the steps to be completed are as follows:
  1. Asset Characterization – identify critical assets
  2. Threat Characterization – select appropriate threats and hazards
  3. Consequence Analysis – calculate consequences for each threat-asset pair
  4. Vulnerability Analysis – estimate effectiveness of existing mitigation measures
  5. Threat Likelihood Analysis – calculate threat likelihood
  6. Risk and Resilience Analysis – calculate baseline risk and resilience
- Each major task will include specific work products and deliverables.
- Design review workshops will be conducted with the CLIENT's personnel, key individuals from the COMPANY's project team and others as needed at critical milestones as identified in the following section
- Complete RRA using USEPA VSAT Web 2.0 Tool.

## 2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

### 2.1 Project Coordination and Management

- COMPANY shall provide project management services for duration of the project (Anticipated to be 9 months).
- Project Kick-off Meeting: Schedule a project kick-off meeting with the CLIENT staff to discuss in detail the tasks associated with the RRA and ERP.

### 2.2 Risk and Resilience Assessment (RRA)

#### 2.2.1 Asset Characterization

The first step in the RRA is asset characterization. As part of the AWIA requirements, each utility must identify critical assets within the following ten asset categories:

1. Physical Barriers
2. Source water
3. Pipes and constructed conveyances, water collection, and intake
4. Pretreatment and treatment
5. Storage and distribution facilities
6. Electronic, computer, or other automated systems (including the security of such systems)
7. Monitoring practices

8. Financial infrastructure
9. The use, storage, or handling of chemicals
10. The operation and maintenance of the system

COMPANY has the following approach for asset characterization:

- i. COMPANY will conduct a system evaluation for the water system assets identified at the above three water facilities. The evaluation will result in documentation of the function, communication, control, power, and existing security measures at each facility. COMPANY will provide a photo log within the RRA. Site visits will include not more than two COMPANY team members, and one (1) 8-hour day is planned for this effort.
- ii. COMPANY staff will identify and document the following items for each facility: SCADA systems, entry control procedures, hazardous chemicals, and interdependences of treatment systems, power systems, and communication systems.
- iii. COMPANY will develop a preliminary critical asset characterization based on the site visits. COMPANY and CLIENT will have a workshop to discuss whether the CLIENT agrees with the preliminary asset characterization and whether any assets should be added or removed. The workshop attendees will include no more than two COMPANY team members, and a combined eight (8) hours effort is planned for this workshop.

### *2.2.2 Threat Characterization*

The second step is to perform threat characterization. As a guideline, EPA has identified threat categories for malevolent acts, natural hazards, and dependency/proximity threats. Each critical asset will be assigned the most relevant and probable threats that may adversely affect CLIENT facilities.

- i. COMPANY will first assign 2-3 of the most likely threat scenarios to pair with each critical asset based on the initial site visit and CLIENT staff discussions.
- ii. COMPANY and CLIENT will have a workshop (see 2.2.1.iii) to discuss whether the CLIENT agrees with the preliminary threat assignments for each critical asset and whether other threat scenarios should be added. Based on CLIENT input, COMPANY will make adjustments and finalize the threat characterization analysis.

### *2.2.3 Vulnerability Analysis*

The Vulnerability Analysis estimates the likelihood that each specific threat or hazard, given it occurs, will damage the asset while considering the utility's existing countermeasures. Vulnerability analysis involves an examination of existing security capabilities and structural components, as well as counter measures/mitigation measures and their effectiveness in reducing damages from threats and hazards.

- i. COMPANY and CLIENT will have a workshop (see 2.2.1.iii) to assess the utility's ability to detect, delay, and respond to the threats assigned to each critical asset.

### *2.2.4 Threat Analysis*

Threat analysis estimates the likelihood of malevolent attack, dependency/proximity hazard, or natural hazard based on several factors for threat likelihood.

- i. The threat analysis will be developed in-house after obtaining some additional information on threat likelihood factors from the CLIENT during the workshop discussed in 2.2.1.iii.

#### 2.2.5 Consequence Analysis

Consequence analysis is the identification and estimation of reasonable consequences generated by each specific threat-asset combination. Consequences that are quantified include utility financial consequences (asset replacement costs, remediation costs and revenue lost), regional economic consequences (regional economy impacts due to service outages), and public health impacts (injuries and fatalities).

- i. If data is available, CLIENT will provide COMPANY with original construction costs associated with all critical assets. COMPANY will calculate the present worth of the provided construction cost data to estimate an asset replacement cost.
- ii. If CLIENT does not have original construction cost data, COMPANY will provide approximate cost estimates for critical asset replacement. COMPANY will develop the cost estimates as an additional service.
- iii. COMPANY will develop a consequence matrix, which will include the assumptions made to quantify consequences.

#### 2.2.6 Risk and Resilience Analysis

Once the above steps are completed, the risk and resilience analysis is conducted. The risk and resilience analysis will calculate a baseline risk for each asset/threat pair, quantified as a monetary value. Risk and Resilience analysis creates the foundation for selecting strategies and tactics to counter or mitigate disabling events by establishing priorities based on the levels of risk and resilience and the extent they can be improved.

#### 2.2.7 Submit Draft RRA to CLIENT

Upon completion of an internal quality control review, COMPANY will submit two hard copies of the draft RRA to CLIENT for review. As an accommodation due to COVID-19 circumstances, a .pdf electronic submittal will also be made to the CLIENT. A meeting will be held to discuss the results of the RRA and obtain CLIENT comments.

#### 2.2.8 Finalize RRA and Submittal of Certification to U.S. EPA

The CLIENT review comments on the draft RRA will be incorporated and final RRA will be submitted to CLIENT. Two hard copies will be submitted to the CLIENT. As an accommodation due to COVID-19 circumstances, a .pdf electronic submittal will also be made to the CLIENT. CLIENT to submit certification to U.S. EPA per Agency guidelines that the RRA has been completed.

### 2.3 Emergency Response Plan (ERP)

#### 2.3.1 Submit Draft ERP to CLIENT

Existing ERP will be provided by CLIENT to COMPANY. The recommendations from the RRA will be incorporated into the ERP. COMPANY will update the existing ERP with



recommendations from the Risk and Resilience Assessment. Upon completion of an internal quality control review, COMPANY will submit two hard copies of the draft ERP to CLIENT for review. As an accommodation due to COVID-19 circumstances, a .pdf electronic submittal will also be made to the CLIENT. A meeting will be held to discuss and obtain CLIENT review comments.

**2.3.2 Finalize ERP and Submittal of Certification to U.S. EPA**

The review comments on the draft ERP will be incorporated and final ERP will be submitted to CLIENT. Two hard copies will be submitted to CLIENT. As an accommodation due to COVID-19 circumstances, a .pdf electronic submittal will also be made to the CLIENT. CLIENT to submit certification to U.S. EPA per Agency guidelines that the ERP has been completed.

**3.0 Deliverables and Schedules Included in this Agreement**

Notice to Proceed: (assumed to occur in July 2020)	TBD by OWNER
Workshop #1 for Risk and Resiliency Assessment (RRA) .....	8 Weeks after NTP
Submit draft RRA to the OWNER .....	16 Weeks after NTP
Meeting to discuss draft RRA .....	18 Weeks after NTP
Submit final RRA to the OWNER.....	22 Weeks after NTP
(With July 2020 NTP, the RRA submittal to USEPA would occur Jan/Feb 2021)	
Draft ERP .....	32 Weeks after NTP
Final ERP:.....	36 Weeks after NTP

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

**4.0 Items not included in Agreement/Supplemental Services**

The following items are not included as part of this agreement:

1. Develop cost estimates for critical asset replacement.
2. Countermeasure Analysis Assessment, which is considered optional by the EPA VSAT Web 2.0 tool.

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

**5.0 Services by Others**

N/A

## 6.0 Client Responsibilities

1. Provide access to CLIENT's facilities for data collection
2. Provide timely review of draft submittals
3. Provide personnel knowledgeable about operations and maintenance of facilities to be available for discussions, accompany COMPANY on site visits, and to answer questions.
4. Provide personnel knowledgeable about Village emergency response to be available for discussions, participate in workshops, and to answer questions, as needed.
5. Provide data on past construction costs for existing critical assets.
6. Submit RRA and certification to US EPA that the RRA has been completed.
7. Submit ERP and certification to US EPA that the RRA has been completed.

## 7.0 Professional Services Fee

### 7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the Agreement is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (i) living and traveling expenses of employees when away from the home office on business connected with the project; (ii) identifiable communication expenses; (iii) identifiable reproduction costs applicable to the work; and (iv) outside services will be charged in accordance with the rates current at the time the service is done.

### 7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

### 7.3 Extra Services

Any service required but not included as part of this Agreement shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

### 7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.



## 7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

**Per current Rate Schedule with a not-to-exceed fee of \$38,220.00. The breakdown of fee between RRA and ERP is as follows:**

<b>Task</b>	<b>Hours</b>	<b>Fee</b>
Risk and Resilience Assessment (RRA) – inclusive of site visits for Asset Characterization, Vulnerability Analysis, Threat Analysis, Consequence Analysis, Cybersecurity Assessment using AWWA Cybersecurity Assessment Tool, Risk and Resilience Assessment using VSAT open-web software Version 2.0	161 hours	\$25,410.00
Emergency Response Plan (ERP)	77 hours	\$12,810.00
<b>TOTAL NOT-TO-EXCEED FEE</b>	<b>238 hours</b>	<b>\$38,220.00</b>

## 8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this Agreement and made a part of it.

### 8.1 Standard of Care

Services provided by COMPANY under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

### 8.2 Entire Agreement

This Agreement and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY'S services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this Agreement, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

### 8.3 Time Limit and Commencement of Services

This Agreement must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed Agreement.

### 8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

### 8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

### 8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY'S employees of the functions and services required under this Agreement.

### 8.7 Termination or Abandonment

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services

performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

#### 8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

#### 8.9 Severability

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

#### 8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

#### 8.11 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

#### 8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

#### 8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

#### 8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

#### 8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

#### 8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by

COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other Instruments of Service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other Instruments of Service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30 day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate Agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

#### 8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this Agreement unless indicated in the Scope of Services.

#### 8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; disease, epidemic or pandemic, fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

#### 8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

#### 8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or

into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

#### 8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

#### 8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

#### 8.26 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this Agreement, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.



This Agreement is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the Agreement. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this Agreement and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the Agreement shall be the last date entered below.

Sincerely,

**HR GREEN, INC.**

\_\_\_\_\_  
Ravi Jayaraman, PE

Approved by: \_\_\_\_\_

Printed/Typed Name: Andrew E. Marsh, PE

Title: Practice Leader - Water Date: 06/24/20

**VILLAGE OF LINCOLNSHIRE**

Accepted by: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

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



<b>Reviewing Body:</b>	Committee of the Whole
<b>Meeting Date:</b>	July 13, 2020
<b>Subject:</b>	Approval of an Ordinance Amending Section 3-3-2-3 of Title 3 (Business & License Regulations), Chapter 3 (Liquor Control) of the Lincolnshire Village Code to Create one Class "B-1" Restaurant-Mixed Retail-Full Liquor License (Fat Rosie's Lincolnshire, LLC – Fat Rosie's Taco and Tequila Bar – 940 Milwaukee Avenue)
<b>Action Requested:</b>	Consideration and Direct Placement on the July 27, 2020 Regular Village Board Agenda
<b>Prepared By:</b>	Joseph Leonas – Chief of Police
<b>Staff Recommendation:</b>	Approval of the liquor license application
<b>Tentative Meeting Schedule:</b>	Regular Village Board – July 27, 2020
<b>Reports and Documents Attached:</b>	1) Ordinance Amending Section 3-3-2-3 of Title 3 (Business & License Regulations), Chapter 3 (Liquor Control) to Create one Class "B-1" Restaurant-Mixed Retail-full liquor license (Fat Rosie's Lincolnshire, LLC – Fat Rosie's Taco and Tequila Bar – 940 Milwaukee Avenue)

### **Background**

On June 10, 2020, Ms. Robyn Jones submitted an application for a Class B-1 Restaurant-Mixed Retail-full liquor license for Fat Rosie's Lincolnshire, LLC, doing business as Fat Rosie's Taco and Tequila Bar located at 940 Milwaukee Avneue. A Class "B-1" license authorizes license holders operating within the village limits to sell alcoholic liquors in conjunction with the sale of food and service of food, for both consumption on the premises and off the premises, provided the sale of alcoholic liquor for off-premises consumption shall only be in the original, unopened package.

On June 24 2020, Village staff completed a review of the information required by code in the liquor license application.

The following areas were checked for compliance and conformity as required under Village Code:

1. The Village Retailer's Liquor License application was submitted with a \$250.00 non-refundable application fee, as required by code (3-3-4-2-D).
2. A check through the Illinois Secretary of State's Corporate Business Office on June 16, 2020 indicates Fat Rosie's Lincolnshire, LLC is an Illinois Corporation licensed to conduct business in Illinois. The Registered Agent is Peter Finocciaro, 2049 W. Bradley Place, Chicago, IL 60618, which is consistent with the applicant's petition.
3. A Certificate of Insurance with the required liquor liability coverage was submitted with the application as required by code (3-3-4-4).



4. The local manager, Eustacio Duarte, who would be responsible for oversight of liquor sales, has been fingerprinted and has no criminal history that would prohibit him from obtaining a liquor license as required by code (3-3-4-2-B).
5. As required by code (3-3-2-2), a diagram of the Fat Rosie's Taco and Tequila Bar location floorplan was provided as the proposed interior diagram.
6. A copy of the Articles of the Incorporation was included as required by code (3-3-4-2-A), indicating Fat Rosie's Lincolnshire, LLC, was incorporated May 14, 2019.
7. A copy of the Lease Agreement with Lincolnshire Propco, LLC, was including as required by code (3-3-4-2-A), indicating an expiration date of 123<sup>rd</sup> month after the rental commencement date of August 23, 2019.
8. The fee for a Class "B-1" liquor license is \$3,000.00.
9. Ms. Jones advised Fat Rosie's Taco & Tequila Bar restaurants hold three additional liquor licenses at the following locations:
  - Fat Rosie's Schaumburg, LLC
    - Fat Rosie's Taco and Tequila Bar – 870 N. Meacham, Schaumburg, IL 60173
  - Fat Rosie's Naperville, LLC
    - Fat Rosie's Taco and Tequila Bar – 47 East Chicago Avenue, Naperville, IL 60540
  - Fat Rosie's Mexican Restaurant, LLC
    - Fat Rosie's Taco and Tequila Bar – 28 Kansas Street, Frankfort, IL 60423
10. There have been no liquor related citations at any of the currently licensed locations. Fat Rosie's in Schaumburg has had no violations. Fat Rosie's in Naperville received a warning shortly after opening in 2018 for allowing Happy Hour. That location was unaware of the local restrictions regarding Happy Hour and immediately complied. Fat Rosie's in Frankfort also received a warning in 2018 for an employee overserving customers. Management dealt with that issue and there have been no additional violations at the location.
11. As required by code (3-3-3-2), a valid Food Service Permit will be secured from the Lake County Health Department and forwarded to the Village prior to the issuance of the Village of Lincolnshire liquor license.
12. As required by code (3-3-3-3), 940 Milwaukee Avenue will be inspected by Village staff upon completion of renovations and must be found in compliance with all Village and State codes prior to issuance of the Liquor License.
13. As required by code (3-3-4-1), a valid State of Illinois Liquor Retailer's Combination License will be secured and forwarded to the Village subsequent to the issuance of the Village of Lincolnshire liquor license. The Illinois Liquor Control Commission requires a local liquor license prior to the issuance of a State liquor license.

### **Staff Recommendation / Conditions**

Approval or denial of this request will not result in any adverse impact to the current budget. Staff finds no reason to object to the issuance of this liquor license.

**VILLAGE OF LINCOLNSHIRE  
LAKE COUNTY, ILLINOIS**

**ORDINANCE NO. 20-**

**AN ORDINANCE AMENDING SECTION 3-3-2-3  
OF TITLE 3 (Business & License Regulations), CHAPTER 3 (Liquor Control),  
OF THE VILLAGE OF LINCOLNSHIRE VILLAGE CODE  
(LIQUOR CONTROL – CLASS “B-1” Fat Rosie’s Taco and Tequila Bar)**

**BE IT ORDAINED** by the Mayor and Board of Trustees of the Village of Lincolnshire, Lake County, Illinois, as follows:

Section 1: That pursuant to Title 3, Chapter 3, Section 3-3-2-3 of the Lincolnshire Village Code, the number of Class “B-1” liquor licenses which are authorized for issuance in the Village of Lincolnshire shall be increased to four (4). This increase in Class “B-1” liquor licenses reflects the issuance of a Class “B-1” license to Banyan One Corporation, (Fat Rosie’s Taco and Tequila Bar).

Section 2: This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form.

**PASSED** this 13<sup>th</sup> day of July, 2020, by the Corporate Authorities of the Village of Lincolnshire on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED this 13<sup>th</sup> day of July, 2020**

---

Elizabeth J. Brandt, Mayor

**ATTEST:**

---

Barbara Mastandrea  
Village Clerk



<b>Reviewing Body:</b>	Committee of the Whole
<b>Meeting Date:</b>	July 13, 2020
<b>Subject:</b>	Village Code Amendment – Removal of Title 10 (Motor Vehicles & Traffic), Chapter 1 (Enforcement of Traffic Regulations), Section 8 (Size, Weight Limitations) and Creation of Title 10 (Motor Vehicles & Traffic), Chapter 2 (Overweight and/or Over-dimensional Vehicles in Traffic); Amending Title 1 (Administration), Chapter 15 (Comprehensive Fee Schedule) and Chapter 17 (Comprehensive Fine/Penalty Schedule)
<b>Action Requested:</b>	Consideration of Proposed Amendments to the Village Code for Weight and Size Vehicle Limitations Allowed Upon Village Roadways Along with Comprehensive Fees for Permitting and Comprehensive Fine Sections for Violations of the Village Code
<b>Prepared By:</b>	Joseph Leonas – Chief of Police
<b>Staff Recommendation:</b>	Consideration and approval of proposed changes
<b>Budgeted Amount:</b>	N/A
<b>Actual Amount:</b>	N/A
<b>Level of Service Impact:</b>	N/A
<b>Meeting History:</b>	N/A
<b>Tentative Meeting Schedule:</b>	N/A
<b>Reports and Documents Attached:</b>	<ol style="list-style-type: none"> <li>1) An Ordinance removing Title 10 (Motor Vehicles &amp; Traffic), Chapter 1 (Enforcement of Traffic Regulations), Section 8 (Size, Weight Limitations) and creating Title 10 (Motor Vehicles &amp; Traffic), Chapter 2 (Overweight and/or Over-dimensional Vehicles in Traffic)</li> <li>2) An ordinance amending Title 1 (Administration), Chapter 15 (Comprehensive Fee Schedule)</li> <li>3) An ordinance amending Title 1 (Administration), Chapter 17 (Comprehensive Fine/Penalty Schedule)</li> </ol>

**Request Summary**

Currently, the Village of Lincolnshire requires overweight vehicles in traffic to obtain a permit through the Police Department when the vehicles’ weight exceed specific amount. The application is completed by the trucking company and submitted to Police Department for review by an officer certified in truck safety.

After a review of the current code, staff recommends the following changes:

- 1) Add definitions to code, which detail the available types of permit



- 2) Include specific permit requirements to Village Code:
  - a. Responsibility for reporting accuracies
  - b. Non-transferrable permits
  - c. Valid for specified routes only and any modifications require additional approval and fees
- 3) Include language about general permit provisions:
  - a. Specify permit applies to the Village of Lincolnshire only
  - b. Permit holders are responsible for safe driving
  - c. Traffic operation times – one half hour before sunrise and one half hour after sunset Monday through Friday, and from none half hour before sunrise until noon on Saturday with restricted movements on specified holidays
  - d. Liability for injury to persons or damage to public or private property is that of the permittee
  - e. Insurance requirements for escort vehicle and vehicles with specific oversize loads
  - f. Flag requirements
  - g. Escort vehicle requirements
- 4) Add provisions for suspension or revocation of permit
  - a. Providing incorrect or false information
  - b. Acting on an altered permit
  - c. Non-compliance by permittee with federal, state, or local laws pertaining to the transport of goods
  - d. Moving on Village streets without a valid permit
  - e. Suspension and revoke process as well as the ability to appeal a denied permit, suspended permit, or revoked permit
- 5) Comprehensive Fee Schedule (Title 1, Chapter 15) amended to reflect permit fees for both overweight and over-dimensional vehicles as well as reinstatement fees for suspended and revoked permits
- 6) Comprehensive Fine/Penalty Schedule (Title 1, Chapter 17) with daily violation fines for vehicles violating provisions listed under proposed Section 10-2-5

### **Budget Impact**

Many nearby towns require permit requesters to obtain their permits online through a third party vendor. The third party vendor charges a fee to the permit requester and not to the government agency. Once the permit is submitted, the request is electronically sent to a truck officer for approval. Once approved or denied, the permit requester receives notification. The third party vendor streamlines the permitting processes by eliminating records personnel from having to manually collect and enter the data, find a truck officer for approval, and then contact the requester.

With the addition of permit fees, the Village is expected to gain additional revenue, which will fluctuate based on the permit requests. A permit fee analysis for 2016 through 2018 was conducted and found with the recommended fee structure, the Village would have collected \$5,272 (2016), \$18,100 (2017), and \$6,150 (2018). In the future, these fees will enable the Village to offset some of the costs associated with road repairs.



Staff is currently researching the possibility of contracting with a third-party vendor for the processing of overweight permits. The benefits of this would be to assist in expediting and streamlining the process for both the trucking companies and the police department, while not incurring any additional cost to the Village. Staff has found there is one primary vendor in Illinois that maintains truck permits for the majority of municipalities, and staff anticipates bringing a recommendation forward for approval following the passage of the ordinance amendment.

**Staff Recommendation / Next Steps**

If accepted by the Village Board, the changes to the ordinance will be placed on the consent agenda of the Regular Village Board Meeting on June 27, 2020 for final approval.

**ORDINANCE  
NO.**

**AN ORDINANCE AMENDING TITLE 10 (MOTOR VEHICLES & TRAFFIC),  
CHAPTER 1 (ENFORCEMENT OF TRAFFIC REGULATIONS) AND CHAPTER 2  
(OVERWEIGHT AND/OR OVER-DIMENSION VEHICLES IN TRAFFIC) OF THE  
LINCOLNSHIRE VILLAGE CODE**

**WHEREAS**, from time to time the Village reviews its codes and the regulation of traffic laws to ensure that they are up to date and that they regulate matters as intended by the Village; and

**WHEREAS**, the Village Staff recently undertook a review of the Lincolnshire Municipal Code for those purposes, and the Village Staff has recommended to the Mayor and Board of Trustees of the Village of Lincolnshire that it adopt revised regulations governing Overweight and/or Over-dimensional Vehicles in Traffic to include specific permit requirements and restrictions.

**WHEREAS**, the Village Staff has recommended to the Mayor and Board of Trustees of the Village of Lincolnshire that it adopt a process to suspend or revoke an overweight and over-dimensional vehicle permit as well as establish an appeals process.

**WHEREAS**, the Mayor and Board of Trustees have reviewed and considered the recommendations of the Village Staff and have considered all the facts and circumstances related to the proposed Municipal Code amendments.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNSHIRE, LAKE COUNTY, ILLINOIS, IN THE EXERCISE OF THEIR HOME RULE POWERS, AS FOLLOWS:**

**SECTION ONE:** The foregoing recitals are incorporated into this Ordinance as findings and intent of the Mayor and Board of Trustees.

**SECTION TWO:** Section 10-1-8 of the Village Code of the Village of Lincolnshire, under the title "Size, Weight and Load Limitations", shall be deleted and revised as follows [added text **bolded and underlined**; deleted text ~~struck through~~; omitted language is not intended to be changed]:

**~~10-1-8:~~ SIZE, WEIGHT LIMITATIONS:**

~~A. No vehicle or combination of vehicles equipped with pneumatic tires shall be operated, unladen or with load, when the gross weight on the road surface through any axle thereof exceeds twelve thousand (12,000) pounds, upon any street or highway within the Village except the following:~~

~~Riverwoods Road  
SBR Route 22 (Half Day Road)  
SBR Route 21 (Milwaukee Road)  
LCH 44 (Aptakisic Road)  
Schelter Road  
Bond Street  
Heathrow Drive~~

where the maximum gross weight of the vehicles shall be as specified in the Illinois Vehicle Code, as amended, or as otherwise determined by the governmental authority having jurisdiction thereof; and except:

~~Barclay Blvd.  
Knightsbridge Parkway  
Marriott Drive  
Tower Parkway~~

where the maximum gross weight on the road's surface through any axle shall not exceed sixteen thousand (16,000) pounds per axle; and except:

~~Londonderry Lane~~

where the gross weight on the road's surface through any one axle shall not exceed eight thousand (8,000) pounds

- ~~B. The following provisions of the Illinois Vehicle Code, Section 15, with specific amendments of Sections 15-111, 15-112, 15-113, 15-113.1, 15-113.2, 15-113.3, are hereby adopted by reference and as they may be amended from time to time.~~
- ~~C. Certain Vehicles Excluded: The provisions of this Article governing size, weight and load do not apply to fire apparatus or equipment for snow and ice removal operations owned or operated by any governmental body or to implements of husbandry temporarily operated or towed in a combination upon a highway, provided such combination does not consist of more than three (3) vehicles or, in the case of hauling fresh, perishable fruits or vegetables from farm to the point of first processing, not more than three (3) wagons being towed by an implement of husbandry, or to a vehicle operated under the terms of a special permit issued by the Village.~~
- ~~D. Special Permit For Excess Weight; Application:~~
- ~~1. When in his judgment, an emergency or other circumstances exist, the Village Manager, his designate, or in their absence, the Mayor of the Village, with respect to streets and highways under the jurisdiction of the Village may, in his discretion upon application in writing and good cause being shown therefore, issue a special permit in writing authorizing the applicant to operate or move a vehicle or combination of vehicles of a size or weight of vehicle or load exceeding the maximum limitation or otherwise not in conformity with the provisions of this Article upon any street or highway under the jurisdiction of the Village.~~
  - ~~2. The application for any such permit shall specifically describe and identify the vehicle or vehicles and loads to be operated or moved and the particular streets or highways for which permit to operate is requested, and whether such permit is requested for a single trip or for continuous operation, and include the date(s) and hours authorized.~~
  - ~~3. The Village Manager, his designate or the Mayor of the Village, is authorized to issue or withhold such permit when, in his judgment the severity of the emergency, the size and weight of the vehicle, the type of vehicle in question, the particular street's in question, and the weather conditions, foundations, surfaces and structures warrant such action; or, if such permit is issued, to limit the~~

~~number of trips, or to establish seasonal or other time limitations within which the vehicles described may be operated on the streets or highways indicated, or otherwise to limit or prescribe conditions of operation of such vehicle or vehicles, when necessary to assure against undue damage to the road foundations, surfaces or structures, and may require such undertaking or other security as may be deemed necessary to compensate for any injury to any roadway or road surface.~~

**SECTION THREE:** Sections 10-1-9 through 10-1-14 of the Village Code of the Village of Lincolnshire, shall be renumbered as Sections 10-1-8 through 10-1-13.

**SECTION FOUR:** Section 10-2-1 through 10-2-5 of the Village Code of the Village of Lincolnshire, under the title "Overweight and/or Over-dimensional Vehicles in Traffic", shall be added and revised as follows [added text **bolded and underlined**; deleted text ~~struck through~~; omitted language is not intended to be changed]:

## **CHAPTER 2**

### **Overweight and/or Over-dimension Vehicles in Traffic**

#### **SECTION:**

**10-2-1: Definitions**

**10-2-2: Size, Weight, and Load Limitations**

**10-2-3: Permit Requirements**

**10-2-4: General Permit Provisions**

**10-2-5: Suspension and/or Revocation of Permit**

#### **10-2-1: DEFINITIONS**

**SINGLE TRIP PERMIT** **Permit is valid for one (1) day. Permit is valid for unlimited trips in a one (1) day for approved route.**

**ROUND TRIP PERMIT** **Permit is valid for two (2) days. Permit is valid for unlimited trips over two (2) days for approved route.**

**QUARTERLY PERMIT** **Permit is valid for 90 days. Permit is valid for unlimited trips over 90 days for approved route**

**ANNUAL PERMIT** **Permit is valid for one year. Permit is valid for unlimited trips over one year for approved route.**

#### **10-2-2: SIZE, WEIGHT, AND LOAD LIMITATIONS**

A. **No vehicle or combination of vehicles equipped with pneumatic tires shall be operated, unladen or with load, when the gross weight on the road surface through any axle thereof exceeds twelve thousand (12,000) pounds, upon any street or highway within the Village except the following:**

**Riverwoods Road, north of Route 22**  
**SBR Route 22 (Half Day Road)**  
**SBR Route 21 (Milwaukee Road)**  
**LCH 44 (Aptakisic Road)**  
**Schelter Road**  
**Bond Street**  
**Heathrow Drive**  
**Barclay Blvd.**  
**Knightsbridge Parkway**  
**Marriott Drive**  
**Tower Parkway**

**Where the maximum gross weight of the vehicles shall be as specified in Section 15-111 of the Illinois Vehicle Code, as amended, or as otherwise determined by the governmental authority having jurisdiction thereof; and except:**

**Londonderry Lane**

**Where the gross weight on the road's surface through any one axle shall not exceed eight thousand (8,000) pounds**

- B. The following provisions of the Illinois Vehicle Code, Chapter 15, with specific amendments of Sections 15-111, 15-112, 15-113, 15-113.1, 15-113.2, 15-113.3, 15-316, are hereby adopted by reference and as they may be amended from time to time.**
- C. Certain Vehicles Excepted: The provisions of this Article governing size, weight and load do not apply to fire apparatus or equipment for snow and ice removal operations owned or operated by any governmental body or to implements of husbandry temporarily operated or towed in a combination upon a highway, provided such combination does not consist of more than three (3) vehicles or, in the case of hauling fresh, perishable fruits or vegetables from farm to the point of first processing, not more than three (3) wagons being towed by an implement of husbandry, or to a vehicle operated under the terms of a special permit issued by the Village.**

**10-2-3: PERMIT REQUIREMENTS**

- A. A special permit shall be required for the movement of any vehicle on roadways and bridges within the Village which exceed the limitations set forth under Section 10-2-2 of this Chapter or 625 ILCS 5/15-111 of the Illinois Vehicle Code.**
- B. Permits shall be issued only in the name of the person, firm, business, or corporation that owns and operates the transporting vehicle or that operates the vehicle under a bona-fide lease agreement.**
  - 1. An application for special consideration for overweight and over-**

**dimensional vehicles must be completed in its entirety. The permit, when issued, constitutes an agreement between permittee and the Village that the move described in the application will take place as described. The permittee has the responsibility to report to the Village any inaccuracies or errors on the part of either the Village or the permittee before starting any move. Undertaking the move is prima facie evidence of acceptance of the permit as issued and its terms.**

- 2. Permits shall be non-transferable and applies only to the permittee. The permit must be carried at all times in the vehicle when permit moves apply. The permit may be inspected at any time by any police officer.**
- 3. Permits shall only be valid for movements along the specified route.**
- 4. Applications for permits must specify whether the applicant is seeking a one-way permit, round-trip permit, a quarterly permit or an annual permit. An applicant who wishes to modify a permit for a longer term must pay the difference in permit fees as a condition of such change. No refund shall be issued to modify a permit to a shorter duration.**
- 5. All applications for permits shall be given full considerations. Permits for proposed moves may be issued when the Village roadways and bridges will not be unduly damaged and when the safety of the traveling public will be adequately protected.**
- 6. Permit fees are set forth under Title 1, Chapter 15 of the Village's municipal code. If a vehicle requires a permit due to multiple weight and/or dimension issues, the total fee will be based on the largest individual weight or dimension factor only.**

**10-2-3: GENERAL PERMIT PROVISIONS**

- A. The permit is effective only insofar as the Village has jurisdiction and does not release the grantee from complying with other existing laws that may apply to the movement.**
- B. All permit holders are expected to use due care and caution while operating under the authority of this permit. This includes driving at safe speeds and make safe maneuvers in an effort to protect life and property. At any time a situation arises where the operator deems conditions are unsafe to further continue the movement, the operator shall contact the Police Department immediately for assistance. All vehicles must meet all equipment and safety regulations as required by the Illinois Vehicle Code and Federal Motor Carrier Safety Regulations.**
- C. Movements are authorized from one half hour before sunrise to one half hour after sunset, Monday through Friday, and from one half hour**

**before sunrise until noon on Saturday. Movements are further restricted on specific holidays, The specified holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.**

- D. **Insofar as practical, movements shall be confined to a single traffic lane and shall be made in such a manner that the rest of the roadway will be open at all times so the flow of other traffic will not unnecessarily be obstructed.**
- E. **The grantee assumes all responsibility for injury to persons or damage to public or private property, including his own, caused directly or indirectly by the transportation of vehicles or vehicles and objects authorized under this permit. The grantee agrees to hold the Village of Lincolnshire harmless from all suits, claims, damages, or proceedings of any kind and to indemnify the Village of Lincolnshire for any claim it may be required to pay arising from the movement. Nothing herein shall be construed as a waiver of any immunities and defenses available to the Village in statute or common law.**
- F. **Owner and/or operators of escort vehicles or vehicles with oversize loads exceeding 10 feet in width, 13 feet 6 inches in height, 110 feet in length, or overweight must have in effect commercial automotive liability insurance, or be self-insured, in the minimum amount of \$1,000,000 per occurrence combined bodily injury and property damage. Permit holders are responsible to provide certificates of insurance to the Police Department at the time of the permit application. Failure to update the Department with a valid certificate of insurance prior to the expiration of any required policy will render the permit invalid.**
- G. **The extremities of all oversize vehicles, vehicle combinations, or loads, and all protruding objects shall be marked with clean red flags not less than 18 inches square.**
- H. **One escort vehicle will be required on all loads more than 12 feet wide. Escort vehicles shall display red flags at the extremities, display "OVERSIZE LOAD" signs, be equipped with an operating rotating or flashing amber light mounted on the top, and be operations at least 18 years of age. A pole for measuring vertical clearance shall be mounted on the lead escort vehicle for moves in excess of 14 feet 6 inches in height. The driver of the escort vehicle must be in radio contact with the driver of the permit vehicle.**

**10-2-5: SUSPENSION OR REVOCATION OF PERMIT**

- A. **Permits are void if altered for the purpose of deception. The permits issued under this Section constitute the grant of a privilege by the Village and may be denied, suspended, or revoked for such reasons as the Village may deem related to its governmental interested including but**

**not limited to:**

- 1. A permittee's knowingly providing incorrect information in an application for a permit;**
- 2. A permittee, its agents or employees acting on a permit which has been altered for purposes of deception;**
- 3. Non-compliance by permittee, its agents or employees with federal, state, or local laws pertaining to the transport of goods or operation of a vehicle engaged in the transport of goods;**
- 4. Moving on Village streets without a valid permit as required under this Section.**

**B. In addition to other remedies the Village may seek, a permittee, its officers, agents or employees, found guilty of moving an over-dimension or overweight vehicle or load on Village roadways on a permit altered for purposes of deception, or without a valid permit as required under this Section, shall be subject to a fine set forth in Title 1, Chapter 17 in the Municipal Code of the Village of Lincolnshire.**

**C. Suspension or revocation of a current permit shall be for the time determined by the Chief of Police or designee, but for not longer than one year; however, reinstatement may be made upon conditions determined by the Village and payment of all outstanding settlements or judgements.**

**D. The Chief of Police or designee shall administer and enforce this Section and shall have the authority to grant, deny, suspend, revoke, or reinstate permits for the reasons described herein. Any applicant or permittee denied a permit or who has had a permit suspended or revoked, upon request, shall be given a hearing before the Village Manager.**

**SECTION FIVE:** That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form.

**PASSED this \_\_\_\_\_ of \_\_\_\_\_, 2020** by the Corporate Authorities of the Village of Lincolnshire on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

**APPROVED this \_\_\_\_\_ of \_\_\_\_\_, 2020.**

---

**Elizabeth J. Brandt**  
Mayor

**ATTEST:**

---

**Barbara Mastandrea**  
Village Clerk

**ORDINANCE  
NO.**

**AN ORDINANCE AMENDING TITLE 1 (ADMINISTRATION), CHAPTER 15  
(COMPREHENSIVE FEE SCHEDULE), SECTION 10 (MOTOR VEHICLES AND  
TRAFFIC) OF THE LINCOLNSHIRE VILLAGE CODE RELATED TO THE  
ESTABLISHMENT OF FEES AND CHARGES FOR SERVICE**

**WHEREAS**, from time to time the Village reviews its codes and the regulation of traffic laws to ensure that they are up to date and that they regulate matters as intended by the Village; and

**WHEREAS**, the Village Staff recently undertook a review of the Lincolnshire Municipal Code for those purposes, and the Village Staff has recommended to the Mayor and Board of Trustees of the Village of Lincolnshire that it adopt revised regulations governing Overweight and/or Over-dimensional Vehicles in Traffic to include specific permit requirements and restrictions.

**WHEREAS**, the Mayor and Board of Trustees have reviewed and considered the recommendations of the Village Staff and have considered all the facts and circumstances related to the proposed Municipal Code amendments.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNSHIRE, LAKE COUNTY, ILLINOIS, IN THE EXERCISE OF THEIR HOME RULE POWERS, AS FOLLOWS:**

**SECTION ONE:** The foregoing recitals are incorporated into this Ordinance as findings and intent of the Mayor and Board of Trustees.

**SECTION TWO:** Section 1-15-10 of the Village Code of the Village of Lincolnshire, under the Comprehensive Fee Schedule titled "Overweight and/or Over-dimensional Vehicles in Traffic" shall be added and revised as follows [added text **bolded and underlined**; deleted text ~~struck through~~; omitted language is not intended to be changed]:

<b>1-15-10: OVERWEIGHT AND/OR OVER-DIMENSION VEHICLES IN TRAFFIC</b>		
<b><u>PERMIT REQUIREMENTS</u></b>	<b><u>AMOUNT OF FEE</u></b>	<b><u>CODE SECTION</u></b>
<b><u>Permit Size – weight with load up to 100,000 pounds</u></b>	<b><u>Single Trip \$50</u></b> <b><u>Round Trip \$75</u></b> <b><u>Quarterly \$200</u></b> <b><u>Annual \$700</u></b>	<b><u>10-2-3</u></b>
<b><u>Permit Size – weight with load 100,000 to 125,000 pounds</u></b>	<b><u>Single Trip \$75</u></b> <b><u>Round Trip \$100</u></b> <b><u>Quarterly \$250</u></b> <b><u>Annual \$900</u></b>	
<b><u>Permit Size – weight with load 125,001 to 150,000 pounds</u></b>	<b><u>Single Trip \$100</u></b> <b><u>Round Trip \$125</u></b> <b><u>Quarterly \$275</u></b> <b><u>Annual \$1,000</u></b>	

<p><b><u>Permit Size – weight with load over 150,000 pounds</u></b></p>	<p><b><u>Single Trip \$125</u></b>  <b><u>Round Trip \$150</u></b></p>	
<p><b><u>Permit Size – width with load up to 12 feet</u></b></p>	<p><b><u>Single Trip \$25</u></b>  <b><u>Round Trip \$50</u></b>  <b><u>Quarterly \$75</u></b>  <b><u>Annual \$300</u></b></p>	
<p><b><u>Permit Size – width with load 12’1” to 13’6”</u></b></p>	<p><b><u>Single Trip \$40</u></b>  <b><u>Round Trip \$80</u></b>  <b><u>Quarterly \$120</u></b>  <b><u>Annual \$450</u></b></p>	
<p><b><u>Permit Size – width with load over 13’6”</u></b></p>	<p><b><u>Single Trip \$75</u></b>  <b><u>Round Trip \$150</u></b>  <b><u>Quarterly \$300</u></b>  <b><u>Annual \$1,000</u></b></p>	
<p><b><u>Permit Size – height with load 13’6” to 14’6”</u></b></p>	<p><b><u>Single Trip \$40</u></b>  <b><u>Round Trip \$80</u></b>  <b><u>Quarterly \$120</u></b>  <b><u>Annual \$450</u></b></p>	
<p><b><u>Permit Size – height with load over 14’6”</u></b></p>	<p><b><u>Single Trip \$75</u></b>  <b><u>Round Trip \$150</u></b>  <b><u>Quarterly \$300</u></b>  <b><u>Annual \$1,000</u></b></p>	
<p><b><u>Permit Size – length with load up to 100 feet</u></b></p>	<p><b><u>Single Trip \$40</u></b>  <b><u>Round Trip \$80</u></b>  <b><u>Quarterly \$120</u></b>  <b><u>Annual \$450</u></b></p>	
<p><b><u>Permit Size – length with load over 100 feet</u></b></p>	<p><b><u>Single Trip \$75</u></b>  <b><u>Round Trip \$150</u></b>  <b><u>Quarterly \$300</u></b>  <b><u>Annual \$1,000</u></b></p> <p style="text-align: right;"><b><u>\$200</u></b>  <b><u>\$300</u></b></p>	
<p><b><u>Suspended Permit Reinstatement Fee</u></b>  <b><u>Revoked Permit Reinstatement Fee</u></b></p>		
<p><b><u>If a vehicle requires a permit due to multiple weight and/or dimension issues, the total fee will be based on the largest individual weight or dimension factor only</u></b></p>		

**SECTION THREE:** That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form.

**PASSED this \_\_\_\_\_ of \_\_\_\_\_, 2020** by the Corporate Authorities of the Village of Lincolnshire on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

**APPROVED this \_\_\_\_\_ of \_\_\_\_\_, 2020.**

---

Elizabeth J. Brandt  
Mayor

ATTEST:

---

Barbara Mastandrea  
Village Clerk

**ORDINANCE  
NO.**

**AN ORDINANCE AMENDING TITLE 1 (ADMINISTRATION), CHAPTER 17  
(COMPREHENSIVE FINE/PENALTY SCHEDULE), SECTION 11 (MOTOR  
VEHICLES AND TRAFFIC) OF THE LINCOLNSHIRE VILLAGE CODE RELATED  
TO THE ESTABLISHMENT OF FINES AND PENALTIES**

**WHEREAS**, from time to time the Village reviews its codes and the regulation of traffic laws to ensure that they are up to date and that they regulate matters as intended by the Village; and

**WHEREAS**, the Village Staff recently undertook a review of the Lincolnshire Municipal Code for those purposes, and the Village Staff has recommended to the Mayor and Board of Trustees of the Village of Lincolnshire that it adopt revised regulations governing Overweight and/or Over-dimensional Vehicles in Traffic to include specific permit requirements and restrictions.

**WHEREAS**, the Mayor and Board of Trustees have reviewed and considered the recommendations of the Village Staff and have considered all the facts and circumstances related to the proposed Municipal Code amendments.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNSHIRE, LAKE COUNTY, ILLINOIS, IN THE EXERCISE OF THEIR HOME RULE POWERS, AS FOLLOWS:**

**SECTION ONE:** The foregoing recitals are incorporated into this Ordinance as findings and intent of the Mayor and Board of Trustees.

**SECTION TWO:** Section 1-17-11 of the Village Code of the Village of Lincolnshire, under the Comprehensive Fine/Penalty Schedule titled "Motor Vehicles and Traffic" shall be added and revised as follows [added text **bolded and underlined**; deleted text ~~struck through~~; omitted language is not intended to be changed]:

<b>1-17-11: MOTOR VEHICLES AND TRAFFIC (TITLE 10)</b>			
<b>MOTOR VEHICLE AND TRAFFIC REGULATIONS</b>	<b>MINIMUM FINE</b>	<b>MAXIMUM FINE</b>	<b>CODE SECTION</b>
<b>VIOLATIONS OF THE ILLINOIS VEHICLE CODE</b> Every violation of Title 10 based on a violation of the Illinois Vehicle Code shall be subject to all of the penalty provisions of the Illinois Vehicle Code, except that the minimum penalty shall be imposed regardless of whether or not a person receives	\$25.00	As provided for in the Illinois Vehicle Code	Title 10-1-1

a disposition Court Supervision for the violation			
<b>ALL OTHER VIOLATIONS OF TITLE 10 EXCEPT "PARKING"; "DEPOSITING SNOW OR ICE UPON PUBLIC ROADWAYS"; AND "ABANDONED VEHICLES"</b>	\$25.00	As provided for in the Illinois Vehicle Code	10-1-3; 10-1-4; 10-1-7; 10-1-8;
<b>MOTOR VEHICLE AND TRAFFIC REGULATIONS</b>	<b>MINIMUM FINE</b>	<b>MAXIMUM FINE</b>	<b>CODE SECTION</b>
<b>ANY PARKING VIOLATION; EXCEPT HANDICAP, RECREATIONAL AND COMMERCIAL VEHICLE PARKING</b> Any person who violates any parking restriction(s) of this Section	\$25.00	\$50.00 if paid after thirty (30) days of the issuance of the notice of violation.	10-1-5 (A)
<b>UNAUTHORIZED USE OF PARKING SPACES RESERVED FOR PERSONS WITH DISABILITIES</b> Any person who violates the provisions of this Section	\$250.00	\$500.00 if paid after thirty (30) days of the issuance of the notice of violation.	Title 10-1-5 (E)
<b>RECREATIONAL AND COMMERCIAL VEHICLE PARKING</b> Any person who violates the provisions of this Section. Each day constitutes a separate and distinct violation.	\$25.00	\$50.00 if paid after thirty (30) days of the issuance of the notice of violation.	10-1-5 (B, C & D)
<b>DEPOSIT OF SNOW OR ICE UPON PUBLIC ROADWAYS</b> Any person who deposits snow or ice upon any Village-owned street or public way	\$50.00	First Offense: \$50.00 Second Offense: \$100.00 Third or more Offenses: \$200.00	10-1-6
<b>ABANDONED/INOPERABLE VEHICLES</b> Any person or business violating any of the provisions of this Section	\$50.00 per violation per day	\$750.00 per violation per day	10-1-9
			10-1-11

<b>CERTIFICATES OF SAFETY</b> Any person or business violating any of the provisions of this Section	\$250.00 per violation per day	\$750.00 per violation per day	
<b><u>SUSPENSION OR REVOCATION OF PERMIT</u></b> <b><u>Any person or business violating any of the provisions of this Section</u></b>	<b><u>\$1,000.00 per violation per day</u></b>		<b><u>10-2-5B</u></b>

**SECTION THREE:** That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form.

**PASSED this \_\_\_\_ of \_\_\_\_\_, 2020** by the Corporate Authorities of the Village of Lincolnshire on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

**APPROVED this \_\_\_\_ of \_\_\_\_\_, 2020.**

\_\_\_\_\_  
Elizabeth J. Brandt  
Mayor

ATTEST:

\_\_\_\_\_  
Barbara Mastandrea  
Village Clerk