



AGENDA
COMMITTEE OF THE WHOLE MEETING
Village Hall – Community Room
Monday, April 27, 2015
Immediately following Regular Village Board Meeting

Reasonable accommodations / auxiliary aids will be provided to enable persons with disabilities to effectively participate in any public meetings of the Board. Please contact the Village Administrative Office (847.883.8600) 48 hours in advance if you need special accommodations to attend.

The Committee of the Whole will not proceed past 10:30 p.m. unless there is a consensus of the majority of the Trustees to do so. Citizens wishing to address the Board on agenda items may speak when the agenda item is open, prior to Board discussion.

CALL TO ORDER

1.0 ROLL CALL

2.0 APPROVAL OF MINUTES

- 2.1 Acceptance of the April 13, 2015 Committee of the Whole Meeting Minutes

3.0 ITEMS OF GENERAL BUSINESS

3.1 Planning, Zoning and Land Use

- 3.11 Consideration and discussion of Zoning Board recommendation regarding a Special Use to permit an Assembly Use operation for religious uses in the O/Ic District, within an existing office/industrial building located at 625 Barclay Blvd (Willow Creek Community Church)
- 3.12 Consideration and discussion of Zoning Board recommendation regarding a Special Use Permit to establish and operate a drinking establishment, with live entertainment, in the B2 General Business District, at 275 Parkway Drive within the CityPark Retail Center (Emporium Lake County)

3.2 Finance and Administration

3.3 Public Works

- 3.31 Consideration and Discussion of an Agreement between the Village of Lincolnshire and the Des Plaines River Watershed Workgroup (Village of Lincolnshire)
- 3.32 Consideration and Discussion of a Professional Services Agreement with Gewalt Hamilton Associates, Inc. for Phase I and II Services for Stage 2 Improvements for the Illinois Transportation Enhancement Program (ITEP) Grant Project in an Amount Not to Exceed \$47,000 (Village of Lincolnshire)
- 3.33 Consideration and Discussion of Rejection of a Bid from Globe Construction, Addison, IL, for the 2015 PCC Sidewalk and Curb and Gutter Removal and Replacement Project (Village of Lincolnshire)

3.4 Public Safety

- 3.41 Consideration and Discussion of an Amendment to Section 3-3-2-6 of Title 3-3, Liquor Control, for the Creation and Issuance of a Class "Q" Liquor License for DDMB 3, LLC (Emporium Lake County)

3.5 Parks and Recreation

3.6 Judiciary and Personnel

4.0 **UNFINISHED BUSINESS**

5.0 **NEW BUSINESS**

6.0 **EXECUTIVE SESSION**

7.0 **ADJOURNMENT**



**MINUTES
COMMITTEE OF THE WHOLE MEETING
Monday, April 13, 2015**

Present:

Mayor Blomberg	Trustee Brandt
Trustee Feldman	Trustee Grujanac
Trustee McDonough	Trustee Servi
Trustee McAllister	Village Clerk Mastandrea
Village Attorney Simon	Village Manager Burke
Chief of Police Kinsey	Finance Director Peterson
Public Works Director Woodbury	Community & Economic Development
Village Planner Robles	Director McNellis
Engineering Supervisor Horne	

ROLL CALL

Mayor Blomberg called the meeting to order at 7:18 p.m., and Village Clerk Mastandrea called the Roll.

2.0 APPROVAL OF MINUTES

2.1 Acceptance of the March 23, 2015 Committee of the Whole Meeting Minutes.

The minutes of the March 23, 2015 Committee of the Whole Meeting were approved as submitted.

3.0 ITEMS OF GENERAL BUSINESS

3.1 Planning, Zoning and Land Use

3.11 Preliminary Evaluation of proposed Annexation of 19.71 acres, Rezoning from the R1 to R4 Single-Family Residential Zoning District, and Special Use for a Planned Unit Development (PUD) for a proposed 52-unit townhome development at 14600 Riverside Road (KZF Stack, LLC).

Village Planner Robles provided a summary and background of the proposed Annexation of 19.71 acres, rezoning, and Special Use for a Planned Unit Development for a proposed 52-unit townhome development at 14600 Riverside Road.

Mr. Jeff Rothbart, from Stack Real Estate introduced Mr. Steve Friedman and Mr. Daniel Zivin, representatives of KZF Stack, LLC. Mr. Rothbart provided a presentation of the proposed 52-unit townhome development and request to annex into the Village of Lincolnshire.

Mr. Friedman provided information regarding the proposed designs and site plan for the 52-unit townhome development.

Trustee Brandt asked what the average sale price would be for the townhomes. Mr. Friedman noted the average price for the townhomes would range from mid \$500,000 to mid \$600,000. A brief conversation regarding the unit types and square footage followed.

Trustee Brandt noted a goal of the Village is to integrate pedestrian trails into different subdivisions and suggested KZF investigate connecting to the Des Plaines River trail.

Mayor Blomberg noted if the property is annexed, it appears the entire length of Riverside Drive adjacent to this parcel would then be incorporated into the Village. Village Planner Robles noted the Village would annex the length of Riverside Drive involved with the subject property. A brief conversation followed regarding the acreage involved, the buildable portion of the parcel, and flooding issues in the Village. Several Trustees noted concerns with the density of the proposed subdivision and if such a dense development could be accomplished given the history of flooding challenges in this area.

A discussion regarding the potential school impact and the types of individuals who would buy this type of housing project followed.

Mr. Rothbart asked for Board feedback on the proposed product type for the parcel. Mayor Blomberg noted he was not in favor of attached homes, and indicated he would be more in favor of single family. Trustee Brandt noted the price point seemed high for attached homes. Mr. Rothbart asked for direction regarding the Board not being in favor of the product type, and noted the Village's concern about school student generation impact would be worse if single family homes were proposed for this parcel. Trustee Brandt noted the Village would require a study be provided regarding school impact and explained that the Village has an agreement with the school districts of notifying school officials about possible new residential development.

It was the consensus of the Board for KZF to investigate flooding issues with Storm Water Management and re-visit the density prior to reporting back to the Village Board.

3.12 Consideration and discussion of Architectural Review Board recommendation regarding text amendments to various sections of Title 12, Sign Control, of the Lincolnshire Village Code, to revise and clarify requirements for permanent and temporary signs (Village of Lincolnshire)

Community & Economic Development Director McNellis provided a presentation regarding the Architectural Review Board (ARB) approval recommendation regarding text amendments to various sections of Sign Control of the Village Code to revise and clarify requirements for permanent and temporary signs.

Community & Economic Development Director McNellis made note of the revision for temporary signs to allow phone number and website information. Mayor Blomberg asked if staff is recommending either the phone number or the website address be allowed or will both items of information be allowed on temporary signs. Community & Economic Development Director McNellis noted there is a limitation of the number of items listed on the signs, but if space allows, both items of information would be permitted. Trustee McDonough asked if signs advertising space for lease are considered temporary signs. Community & Economic Development Director McNellis noted he would have to confirm if lease signs are listed as temporary and report back.

Community & Economic Development Director McNellis continued his presentation and noted another recommended change is to clarify ground signs shall be located on private property. Trustee McAllister asked when and what type of violations has staff noted regarding ground sign setbacks. Community & Economic Development Director McNellis noted if staff is doing their job correctly, there will not be violations related to commercial ground signs located on public property. However, staff felt it important to have this specific regulation called out in the Code.

Community & Economic Development Director McNellis continued his presentation and asked for Board feedback regarding sign separation of multi-tenant office wall signs. The ARB recommended a 15' separation and staff believes 15' may be too restrictive. Trustee McDonough noted only one sign would be allowed per frontage and agrees with the 15' separation. A brief conversation regarding the anchor tenant and restricting several tenants on a sign followed. Staff noted it would confirm what is proposed for multi-tenant wall signs.

Community & Economic Development Director McNellis provided information regarding proposed changes to multi-tenant industrial wall signs & awning/canopy signs. A conversation followed regarding the number of lines of message and the type of message allowed on awning/canopy signs. Trustees Feldman and McDonough noted they would recommend a maximum of four-line messages on awning/canopy signs. Staff will work to revise this section of the code and add in the requirement, awning/canopy signs need to face a parking lot. Staff requested direction related to repetition of products on awning/canopy signs. It was the consensus of the Board to allow repetition. Proposed materials of canopies were briefly discussed. Mayor Blomberg recommended Board members take note when driving around to observe other types of awning/canopy signs.

Community & Economic Development Director McNellis provided information regarding proposed changes to blade signs, umbrella signs, window signs, window wrap signs, and A-Frame signs. A brief discussion followed regarding issues related to A-Frame signs blocking sidewalks. Staff will include information in the revised sign code relative

to prevent blocking of sidewalks and define the types of material permitted for A-Frame signs.

Community & Economic Development Director McNellis continued with his presentation and noted Staff proposes to limit carry-out/to-go parking lot signs to 2 per restaurant. Different options were discussed to allow more carry-out signs depending on the size and type of restaurant. Staff agreed to revise the proposed language for carry-out parking lot signs based on the conversation and present it to the Board in the future for consideration.

Community & Economic Development Director McNellis provided information regarding proposed changes to temporary signs, project announcement signs, community banners and residential real estate signs. A brief discussion followed regarding riders/add-ons for real estate signs and the limitations in other communities.

Other proposed temporary sign changes were provided from staff. A discussion followed regarding the current Eddie Merlot temporary sign announcing their lunch menu and how the proposed changes will address that type of temporary sign. Village Planner Robles provided information regarding the permitting process, code limitations, and keeping businesses accountable for maintaining the temporary signs. Village Planner Robles noted staff could be more detail minded during the sign permit review process.

Community & Economic Development Director McNellis finalized his presentation.

Trustee McAllister asked if there were restrictions for political signs. Village Planner Robles stated that due to limitations under state law, the only limitations for political signs are size and placement.

It was the consensus of the Board for staff to make recommended changes to the proposed sign code and bring the draft ordinance changes back for Board review.

3.13 Consideration and discussion of a Zoning Board recommendation regarding Text Amendments to Chapter 2, Definitions, and Chapter 11, Off-Street Parking and Loading, of Title 6 – Zoning of the Lincolnshire Village Code, providing updates to the Village's off-street parking and loading regulations (Village of Lincolnshire)

Village Planner Robles provided an overview of the proposed changes regarding the Zoning Board's approval recommendation regarding text amendments for off-street parking and loading regulations.

Village Attorney Simon asked for clarification of the parking ratio for a shopping centers as it was not clear in the provided draft code. Village

Planner Robles confirmed shopping centers parking ratio are 1 space per every 200 square feet.

Mayor Blomberg asked if when calculating parking spaces to be constructed and the area of parking to be land banked, is stormwater storage requirements calculated based on what maximum parking would be. Village Planner Robles confirmed storage is calculated based on maximum parking area to be constructed including the area land-banked.

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

3.2 Finance and Administration

3.3 Public Works

3.31 Consideration and Discussion of Acceptance of Proposal for Police Department Dispatch Area Remodel Submitted by Redmond Construction Company, Glenview, Illinois in the Amount of \$46,955.00 (Village of Lincolnshire)

Chief of Police Kinsey provided a summary of the plan and acceptance of a proposal for the Police Department dispatch area remodel. The bid came in approximately \$3,000 higher than the budget amount and staff believes there will be money available in other areas of the budget to cover the overage.

Trustee McAllister asked if all the bids were comparable since the bids were so different. Public Works Director Woodbury noted when bidding project, this type of drastic change can occur depending upon contractor interest in the specific opportunity. Staff checked the references of Redmond to verify they are a qualified bidder.

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

3.32 Consideration and Discussion of a Contract for the Construction of the Village's 2015 Road Resurfacing Project to Peter Baker and Sons in an Amount not to exceed \$596,550.26. (Village of Lincolnshire)

Engineering Supervisor Horne provided information regarding a contract for construction of the 2015 road resurfacing project which was part of municipal partnering initiative with the City of Highland Park and Village of Bannockburn. The bid came in approximately \$105,000 over what was originally estimated due to the current market value of concrete. Staff has provided several options for the Village Board to consider, but staff is recommended moving forward with the contract.

Trustee McDonough asked what steps could be taken to mitigate the

cost. Engineering Supervisor Horne noted there are two potential areas that are not under the roadway where materials could be changed to HDPE to save money. Trustee McDonough asked how much of the project would involve the street being re-finished. Engineering Supervisor Horne noted approximately \$200,000 of the contract is for the street. The proposed storm sewer is what is bringing up the price due to the need to replace existing failing concrete storm sewer structures. A brief conversation took place regarding options which could have a negative impact on the other involved communities. Trustee Servi asked if the alternate material is designed to last as long. Engineering Supervisor Horne noted the alternate material is designed to last longer, but there is not the same type of structural testing data for usages of this material under paved surfaces. Trustee McDonough asked if there was any part of the project asphalt could be used instead of concrete. Engineering Supervisor Horne noted asphalt could not be substituted for the concrete storm sewer components.

Trustee McDonough asked Village Manager Burke if he had any budget solutions for a resolve to the price overage. Village Manager Burke noted staff does anticipate the Village will not be proceeding with stage two of the ITEP grant project in 2015. This will leave approximately \$200,000 unexpended at year-end which could be used to accommodate this overage in the 2015 Road Resurfacing Project. Village Manager Burke noted he believes the additional cost could be absorbed within the total General Capital Fund budget for the current year. The concrete for the underground is what is driving the cost, and it is this storm water repair work that is critical and needs to proceed. Village Manager Burke also noted this project is part of the Village's goal of taking an integrated approach to addressing various capital needs and not simply resurfacing a roadway in one year only to have to come back a year later to remove the new surface to replace failing storm sewer structures.

Trustee Grujanac asked how the residents will be notified. Engineering Supervisor Horne noted a flier went out to the residents, and a resident meeting will be taking place for notification. Village Manger Burke noted we encourage the residents involved to sign up for the weekly construction e-news for updates. Trustee Grujanac requested staff send the residents involved a detailed letter explaining the project.

Trustee McDonough asked if the Water and Sewer Fund is being utilized for the sewer portion of the project. Village Manager Burke stated this would be storm sewer so it is not a Water Fund related but a General Fund expense. Trustee McDonough asked if money could be transferred out of the Water and Sewer Fund for the cost of the sewer line. Village Manager Burke noted this expense is not really enterprise function, and the charges of water service do note function to offset costs of storm sewer. Village Manager Burke noted General Fund reserves were transferred to General Capital Fund so there are excess reserves currently in place as part of the appropriation to accommodate

this expense. In addition to this, there are MFT funds which have grown in reserves in recent years.

It was the consensus for staff to research the alternate material during the construction of the 2015 Road Resurfacing project.

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

3.4 Public Safety

3.41 Consideration and Discussion of a Proposal to Create a New Liquor License Classification Permitting the Sale of Alcoholic Liquor in a Tavern for Consumption on Premises (Emporium Lake County)

Chief of Police Kinsey summarized the request to create a new liquor license classification permitting the sale of alcoholic liquor in a tavern for consumption on premises. If the Board approves this liquor license class, staff recommends establishing a beverage alcohol sellers and servers education and training (BASSET) program requirement for this new Class Q liquor license.

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

3.42 Consideration and Discussion of a Request to Authorize Police Department Purchase of Two (2) Replacement Vehicles at a Cost of \$54,171 (Village of Lincolnshire)

Chief of Police Kinsey provided a summary of the request to authorize Police Department purchase of two replacement vehicles. \$53,000 has been budgeted for replacement vehicles this year but staff feels there is money in other areas of the budget to make up the difference of \$1,171.

Mayor Blomberg asked if the current vehicles that are being replaced will be auctioned off. Chief of Police Kinsey confirmed the current vehicles will be auctioned.

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

3.5 Parks and Recreation

3.51 Receipt of Report Regarding Lincolnshire Sports Association (LSA) Plan to Install an Equipment Storage Structure at North Park (Lincolnshire Sports Association).

Public Works Woodbury presented a detailed report regarding Lincolnshire Sports Association (LSA) plan to install an equipment storage structure at North Park near Field 3.

Trustee Brandt asked if there was a way to expand the storage area near the main utility building and put the storage structure in the same general location. Village Manager Burke noted staff is investigating other areas to put the structure. Staff would like limited access to the existing shed to maintain the security of the Village storage yard and equipment. Different locations for the structure were discussed. Staff will research options for the location of the structure and report back to the Board.

3.6 Judiciary and Personnel

4.0 UNFINISHED BUSINESS

5.0 NEW BUSINESS

Community & Economic Development Director McNellis noted the Board received an e-mail about the potential proposal for the hotel south of Homewood Suites. Staff would like some direction from the Board to see if this is a use that would be considered at this location. It was the consensus of the Board they would be open to considering a hotel use at this location.

Community & Economic Development Director McNellis noted Blackdog Speed Shop is moving to 600 Barclay. One of the business activities Blackdog would like to do once moved, is to add a new component to their business which would involve the sale of race cars and luxury, specialty cars. Sales are expected to be approximately two or three per month. Blackdog Speed Shop will have a showroom inside the new location and would be proposing to potentially have a car or two outside in the parking lot during the daytime hours. This would not be a full-scale automobile dealership. Blackdog Speed Shop would like to proceed with a code amendment to permit this type of special use; in moving forward they would also need a Text Amendment. Community & Economic Development Director McNellis inquired about the Village Board's possible support of such a Text Amendment.

Mayor Blomberg asked if the cars in the parking lot would be put away at night. Community & Economic Development Director McNellis stated the cars would be put away at night. A discussion followed regarding other similar businesses in the area. Village Manager Burke noted they would register with the state to guarantee sales tax for the Village. It was the consensus of the Board that they would be open to considering a possible text amendment for an automobile sales use in the business park.

Trustee Brandt noted there is a 4th of July meeting in the Community Room at the Village Hall on April 22, 2015 at 7:00 p.m. and all are invited.

Trustee Brandt noted construction on the path along Port Clinton to Stevenson High School is expected to on May 4th, and is ahead of schedule to be installed prior to summer school and sporting events.

6.0 EXECUTIVE SESSION

7.0 ADJOURNMENT

Trustee McDonough moved and Trustee Grujanac seconded the motion to adjourn. Upon a voice vote, the motion was approved unanimously and Mayor Blomberg declared the meeting adjourned at 9:45 p.m.

Respectfully submitted,

VILLAGE OF LINCOLNSHIRE

Barbara Mastandrea
Village Clerk

REQUEST FOR BOARD ACTION
Committee of the Whole
April 27, 2015

Subject:	Willow Creek Community Church Special Use
Action Requested:	Consideration and Discussion of Zoning Board recommendation of a Special Use to permit an Assembly Use operation for religious uses in the O/lc District, within an existing office/industrial building located at 625 Barclay Blvd.
Petitioner:	Willow Creek Community Church
Originated By/Contact:	Stephen Robles, Village Planner Department of Community & Economic Development
Advisory Board Review:	Zoning Board

Background:

- On April 14, 2015, the Zoning Board unanimously recommended approval of a Special Use to permit an Assembly Use operation for religious uses in the O/lc District, subject to the following conditions:
 1. Weekday school and/or daycare services/uses shall be prohibited at the subject site.
 2. In the event secondary parking rights pursuant to Section 5(c)(b) of the Parking Agreement are terminated, within 60 days of such termination, Willow Creek Community Church shall be required to provide alternative secondary parking in the form of a revised Parking Agreement to be approved by the Village. Should Willow Creek fail to do so, until such time as an acceptable parking agreement is provided and approved, the maximum seating capacity shall be reduced to that amount which can be accommodated on the subject premises by the available 199 parking spaces and the available 78 parking spaces at 650 Barclay Boulevard, based upon the ratio of 1parking space:2.3 seats.
 3. Within six months of obtaining a Certificate of Occupancy, the parking lot at 625 Barclay Boulevard shall be resurfaced and all associated parking lot markings shall be restored, which shall not result in any reduction of parking spaces from the current total of 199 spaces. Landscaping of parking lot islands shall be provided in conformance with Chapter 11 of the Zoning Code.
 4. The use of traffic cones and signage shall be temporary and only used during Sunday and Holiday services, and removed upon the conclusion of the last Sunday or Holiday service. No such traffic control devices and/or signage shall be placed within the travel lanes of Barclay Boulevard.

Recommendation:

Consideration and discussion of a Special Use for an Assembly Use operation for religious uses, and placement on the May 11, 2015 Consent Agenda.

Reports and Documents Attached:

- Location Map, prepared by Staff.
- Draft Ordinance, prepared by Village Attorney Simon.
- Presentation Packet, prepared by Larry Freedman and Willow Creek Community Church.
- Staff Memorandum and Unapproved Minutes of the April 14, 2014 Zoning Board.

Meeting History	
Village Board Evaluation (COW):	February 23, 2015
Zoning Board (Public Hearing)	April 14, 2015
Current Committee of the Whole:	April 27, 2015



**VILLAGE OF LINCOLNSHIRE
LAKE COUNTY, ILLINOIS**

ORDINANCE NO. _____

**AN ORDINANCE GRANTING
A SPECIAL USE FOR AN ASSEMBLY USE
LOCATED AT 625 BARCLAY BOULEVARD
(WILLOW CREEK COMMUNITY CHURCH)**

WHEREAS, the Zoning Board held a public hearing on April 14, 2015, notice of which was published in the Lincolnshire Review on March 26, 2015, on an application from Willow Creek Community Church, Inc. (“Applicant”) as tenant of the property located at 625 Barclay Boulevard, Property Index Numbers (PIN) 15-22-403-006 and 15-22-400-021 (the “Subject Property”), and with the consent of Tower Parkway Associates, L.L.C., owner of the Subject Property (“Owner”), for a special use permit to operate an assembly use in an existing building in the O/Ic zoning district (“Special Use Application”);

WHEREAS, the aforesaid public hearing was held pursuant to legal notice as required by law and all persons desiring an opportunity to be heard were given such opportunity at said public hearing;

WHEREAS, the Zoning Board has heretofore submitted to the Mayor and Board of Trustees its findings of fact and recommendations related to the Special Use Applications;

WHEREAS, the Zoning Board recommendation in favor of granting the Special Use Application is based, in part, on the Applicant maintaining off-site secondary parking privileges such that all members, visitors and guests have adequate off-street parking available;

WHEREAS, the Corporate Authorities have concluded that the Special Use Application, subject to and in conformance with the terms and conditions of this Ordinance, will be beneficial to the Village, will further the development of the Subject Property, and will otherwise enhance and promote the general welfare of the Village and the health, safety and welfare of the residents of the Village.

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

Section 1. Recitals and Findings.

A. The Mayor and Board of Trustees hereby confirm the truth and validity of the representations set forth in the foregoing recitals, acknowledge they are material to this Ordinance, and incorporate and make them a part of this Ordinance as though fully set forth herein. The Mayor and Board of Trustees further intend that this Ordinance shall

be liberally construed so that the purpose and intent represented by the recitals shall be accomplished to the greatest extent permitted by law.

B. The Mayor and Board of Trustees have duly considered the recommendations of the Zoning Board and hereby adopt the findings of the Zoning Board, attached as Exhibits B, as the findings of the Corporate Authorities the same as though fully restated herein. All references and findings of the Zoning Board are hereby made the findings and references of the Mayor and Board of Trustees.

Section 2. Special Use.

A. **Special Use Amendment.** The Applicant is hereby granted a special use permit for the operation of an assembly use within an existing building on the Subject Property in the O/Ic zoning district, subject to the following conditions and restrictions:

1. Weekday school and/or daycare uses shall be prohibited at the Subject Property.
2. In the event off-site secondary parking rights are terminated, within 60 days of such termination the Applicant shall be required to provide secondary parking in the form of alternative off-site secondary parking rights, to be approved by the Zoning Administrator. Upon failure of the Applicant to do so, until such time as an acceptable off-site secondary parking agreement is provided and approved, the maximum seating capacity shall be reduced to that amount which can be accommodated on the Subject Property by the available 199 parking spaces and any additional off-site secondary parking agreements then in effect, based upon the ratio of 1:2.3 seats.
3. Within six months of obtaining a Certificate of Occupancy, the parking lot at the Subject Property shall be resurfaced and all associated parking lot markings shall be restored, which shall not result in any reduction of parking spaces from the current total of 199 spaces, and landscaping of parking lot islands shall be provided in conformance with Chapter 11 of the Zoning Code.
4. The use of traffic cones and signage shall be temporary and only used during Sunday and Holiday services, and removed upon the conclusion of the last Sunday or Holiday service. No such traffic control devices and/or signage shall be placed within the travel lanes of Barclay Boulevard.

Section 3. Superseding Effect. The specific terms and conditions of this Ordinance shall prevail against other existing ordinances of the Village to the extent of any conflicts. Except for the foregoing limitation, the development of the Subject Property remains subject to all terms and conditions of applicable codes and ordinances of the Village of Lincolnshire including, without limitation, sign ordinances, building codes, subdivision regulations and regulations concerning the construction and design of public improvements.

Section 4. Penalties. Any person violating the terms and conditions of this Ordinance shall be subject to a penalty not exceeding Five Hundred Dollars (\$500.00) with each and every day that the violation of the Ordinance is allowed to remain in effect being deemed a complete and separate offense. In addition, the appropriate authorities of the Village may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees. This section shall not apply to the Village of Lincolnshire, its officials, agents or employees.

Section 5. Enforcement. The Subject Property shall be made available for inspection by any department of the Village at all reasonable times for compliance with this Ordinance and any other applicable laws or regulations.

Section 6. Effective Date; Assent. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law, provided, however, that this Ordinance shall not take effect until a true and correct copy of this Ordinance is executed by the Owner and Applicant, or such other parties in interest as the Village may reasonably identify, consenting to and agreeing to be bound by the terms and conditions of this Ordinance. Delivery to the Village of a copy of this Ordinance, as so executed, shall take place not later than sixty (60) days after the passage and approval of this Ordinance by the Corporate Authorities or within such extension of time as may be granted by the Corporate Authorities by motion.

Section 7. Consents. By signing the acknowledgement and accepting the terms and conditions of this Ordinance, the Applicant knowingly and voluntarily waives, for itself and its successors and assigns, any and all claims against the Village, its elected and appointed officers, employees and agents, of whatever kind, nature and amount, resulting from the limitations on the use of the Subject Property applied by Section 2 of this Ordinance. Notwithstanding the foregoing, nothing in this Ordinance shall be deemed to waive the ability for the Applicant, or its successors and assigns, to petition the Village, from time to time, for other and further zoning and subdivision approvals.

PASSED this ____ day of _____, 2015, by the Corporate Authorities of the Village of Lincolnshire on a roll call vote as follows:

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED this ____th day of _____, 2015.

Mayor

ATTEST:

Village Clerk

Published by me in pamphlet form

this ____ day of _____, 2015.

ACCEPTED:

APPLICANT:

WILLOW CREEK COMMUNITY CHURCH, INC.,
an Illinois not for profit corporation

By: _____

Name: _____

Its: _____

Date of Execution: _____

STATE OF ILLINOIS)
) **SS.**
COUNTY OF _____)

I, the undersigned, a Notary Public, do hereby certify that _____,
who is the _____ of **Willow Creek Community Church, Inc.**,
("Applicant"), and who is personally known to me to be the same person whose name is
subscribed to the foregoing Ordinance, appeared before me this day in person and
acknowledged that he signed and delivered said Ordinance as his own free and voluntary
act on behalf of the Owner, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this _____ day of _____ 2015.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

P.I.N. 15-22-403-006 and 15-22-400-021

Common address: 625 Barclay Boulevard, Lincolnshire, Illinois, 60069

BEING A SUBDIVISION OF PART OF SECTION 22 AND A RESUBDIVISION OF LOT 30 IN LINCOLNSHIRE CORPORATE CENTER, BEING A SUBDIVISION OF PORTION OF SECTION 15, 22 AND 27, ALL IN TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

EXHIBIT B

FINDINGS OF FACT

WILLOW CREEK COMMUNITY CHURCH (625 BARCLAY BLVD.)

1. *The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity of the subject premises for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located.*

The subject property is located in a business park and it is completely surrounded by office and industrial uses. Inasmuch as the weekly activities of Applicant are relatively limited (i.e. very little activity during the day and only about 100 to 200 people attending two weekday evenings), there will be little or no effect on the activities in surrounding office and industrial facilities which are for the most part held only during normal weekday business hours. In addition, in order to satisfy the off-street parking requirement for the maximum attendance anticipated for Sunday services, Applicant has also entered into a parking agreement for properties at 650 Barclay and 500 Barclay so that there will never be a need for any on-street parking. Accordingly, the proposed special use will in no way diminish or impair property values within the neighborhood in which the use will be located.

2. *The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.*

The surrounding properties have substantially been fully developed and improved. If there were, however, to be additional development of any surrounding property, it would be for office and industrial uses which typically operate during normal weekday business hours. Accordingly, given Applicant's limited weekday use, the special use will in no way impede the normal and orderly development or improvement of any surrounding properties for uses permitted in the surrounding zoning district.

3. *Adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided.*

The existing building on the subject property is already serviced with adequate utilities, drainage, and all other necessary facilities. Applicant does not propose any increase in intensity of usage which would cause any of the existing utilities, drainage, or other facilities to be less than adequate for Applicant's proposed use. The subject property fronts on Barclay Boulevard and has sufficient access to service Applicant's proposed activities. The most intense time of Applicant's use

EXHIBIT B

will be on Sundays at the time of the two proposed services. Applicant will be implementing a traffic control plan which will be in place during all services and which will be operated and administered by volunteers located at all access points and throughout the parking area in order to coordinate orderly ingress, egress, and parking.

4. *Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.*

Applicant's minimal weekday usage poses no potential traffic congestion for surrounding office and industrial uses. Applicant's peak usage, which is on Sunday, during services, takes place at a time when surrounding office and industrial uses are mostly closed. Any traffic congestion which could result from traffic coming to or leaving Sunday services will be controlled and directed pursuant to Applicant's traffic control plan, which will consist of volunteers being located at all access points and throughout the parking area while attendees are entering or leaving the property.

5. *The proposed special use is not contrary to the objectives of the Official Comprehensive Plan of the Village as amended.*

The objectives of the Official Comprehensive Plan as stated are for warehouse and manufacturing for the subject property, which is reflected in the subject property being classified in the O/I Zoning District. Recent changes to the permitted uses in the O/I Zoning District now allow assembly uses, such as that being represented as a special use. As such the proposed use is not inconsistent with the Official Comprehensive Plan objectives.

6. *The special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be varied pursuant to Section 6-14-9 of this Chapter.*

The subject property is zoned O/I, which as a result of recent amendments to the Zoning Code, now allow for assembly uses as a permitted special use within the district, and as such the special use will conform with the applicable regulations of the district in which is located.

LAW OFFICES

ASH, ANOS FREEDMAN & LOGAN, L.L.C.
77 WEST WASHINGTON STREET - SUITE 1211
CHICAGO, ILLINOIS 60602

LAWRENCE M. FREEDMAN
BRUCE T. LOGAN

TELEPHONE: 312-346-1390
FAX: 312-346-7847
LMFREEDMAN@AFLAW.COM

BARRY ASH
GEORGE J. ANOS, 1951-2005
JOSEPH ASH, 1951-2012

April 10, 2015

VIA EMAIL

Members of the
Village of Lincolnshire Zoning Board
One Olde Half Day Road
Lincolnshire, IL 60069

Re: 625 Barclay Blvd.
Our File No. 14-60

Dear Members of the Lincolnshire Zoning Board:

I represent Willow Creek Community Church, Inc., which has entered into a lease to rent the property at 625 Barclay Boulevard. We are requesting a special use permit to allow the existing 46,900 square foot building and 199 space parking lot to be used for religious use as a Christian Church for worship, religious, charitable, and related uses and activities.

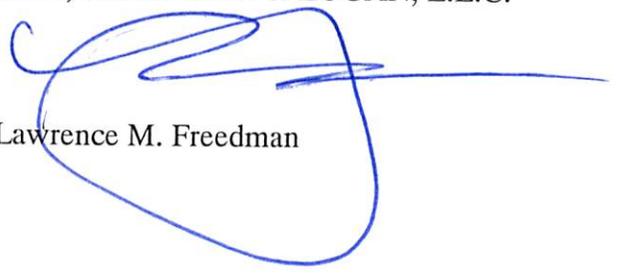
The Church anticipates initially having two adult worship services at 9:00 am and 11:00 am on Sundays to be held in an auditorium with a maximum seating of approximately 796 people which is intended to be constructed in the existing building. Initial occupancy of the auditorium is anticipated to only be approximately 500 people. The Church also anticipates holding religious services on Christmas, Christmas Eve, and Good Friday. During adult services separate services and religious programs will be conducted for children up to middle school age in classroom-offices in the existing building. The Church also provides childcare for children up to the age 5 for parents who are attending the adult services. Service and religious programs for high school students will be scheduled for each Sunday evening from approximately 6:00 pm to 8:00 pm. Weekday activities are relatively limited, but are anticipated to include evening adult religious programs and classes on most Tuesday and Thursday evenings. Classes normally begin around 6:00 pm and finished before 9:00 pm. The Church would also be used for baptisms, weddings, funerals, and other usual and customary uses. Approximately 10 employees are planned to be on site during normal business hours. Thank you for your consideration.

ASH, ANOS, FREEDMAN & LOGAN, L.L.C.

Very truly yours,

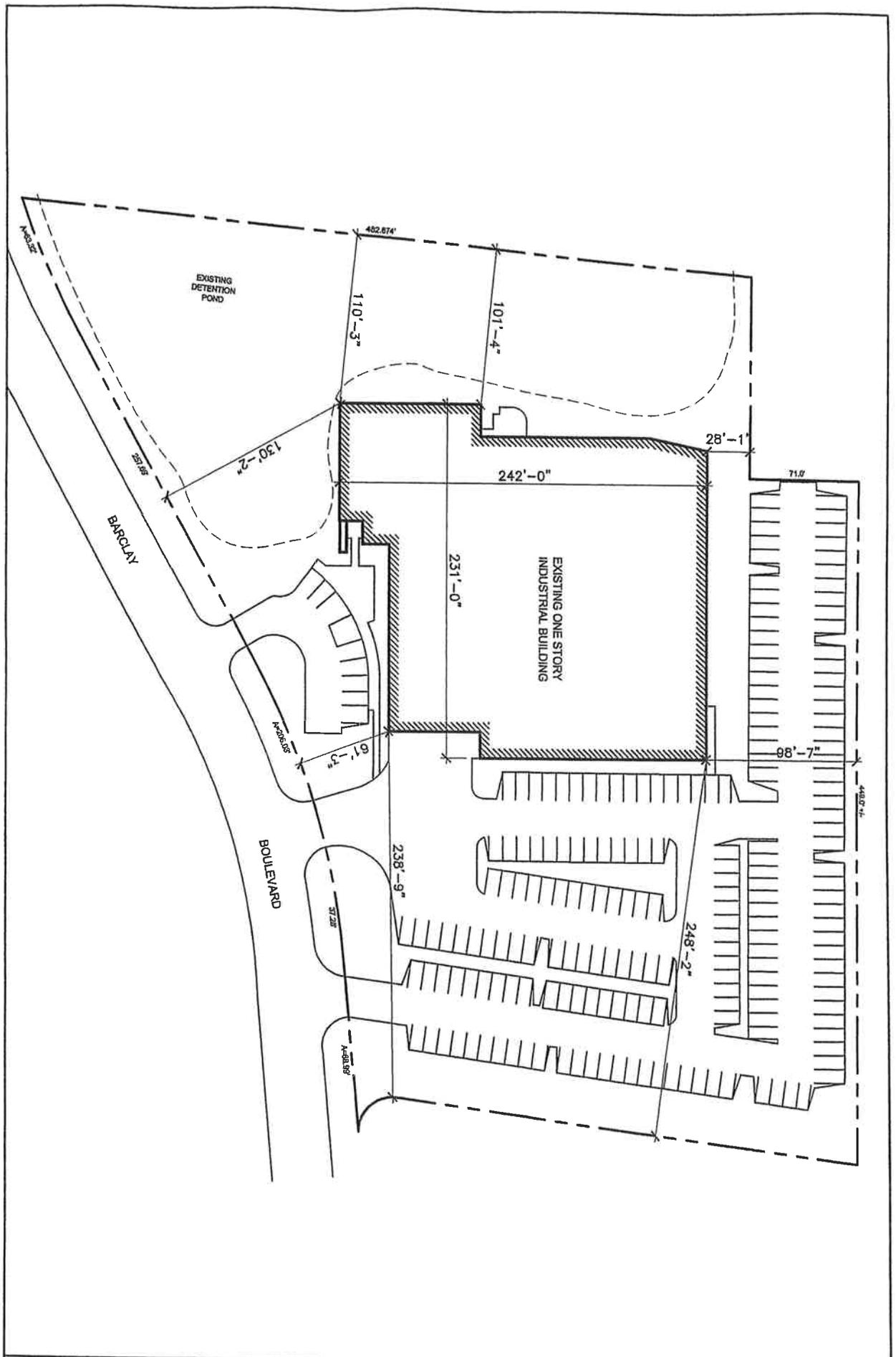
ASH, ANOS, FREEDMAN & LOGAN, L.L.C.

BY: Lawrence M. Freedman



LMF: eas
Enclosures

Topic	Detail
Daily Activities	<ul style="list-style-type: none"> • Services are planned for Sundays at 9:00 and 11:00 am, and are about 75 minutes. It is anticipated that as the congregation grows, there will be a maximum attendance based on auditorium size of 796. • During Sunday services, children who accompany adults attending the services are accommodated in other portions of the building. High School students also attend a program on Sunday evenings, which is held at 6:30pm and is anticipated to accommodate about 100 students. • There are no plans for any weekday daycare or school. • There are no plans for weekday evening services other than occasional weddings and funerals, and Christmas Eve, Christmas, and Good Friday. There will be, however, meetings and classes held on approximately 2 evenings per week from the hours of 6:00 – 9:00pm. At our other locations, these meetings are held on Tuesday, Wednesday, or Thursday evenings depending on the needs of the individual community. There may be multiple meetings or classes held simultaneously, with an overall cumulative attendance of about 100 - 200. (e.g. Marriage Counseling classes, Divorce and Separation Recovery, Parenting Classes, Financial Management Classes, and Bible Classes) • Approximately 10 employees are planned to be on location during normal business hours. • No microphones, loud speakers, or similar sound systems will be used outside without village approval.
Traffic and Parking	<ul style="list-style-type: none"> • 625 Barclay has 199 parking spaces on site. Willow Creek has reached an agreement with 650 Barclay (directly across the street) for an additional 78 spaces, and 500 Barclay (close proximity) for another 300 spaces. This gives Willow Creek a total of 577 spaces guaranteed for the life of the lease. • The Lincolnshire code is 1:4 (1 space for every 4 seats). With a maximum of 796 seats in the auditorium, we have the 199 spaces required on site at 625 Barclay. <ul style="list-style-type: none"> ○ At our other locations, we find that a ratio of 1:2.3 reflects our normal experience, which makes 346 spaces our maximum parking need. We would meet this need in the following order: <ul style="list-style-type: none"> ▪ 199 at 625 Barclay, 78 at 650 Barclay (across the street), and as needed, 69 (and up to 300) at 500 Barclay. We will use a temporary cross walk designated by cones and signs for pedestrians from 650 Barclay, and a shuttle system (church van) as needed for those who use 500 Barclay. ▪ On services that we know will be heavy, all volunteer and staff cars (approximately 25 cars) will park at 500 Barclay, allowing our guests access to the closest spaces. • As part of it's agreement for additional offsite parking, Willow Creek has allowed 650 Barclay to use 125 of their 199 spaces at 625 Barclay during normal weekday business hours. Any special daytime services (i.e. funerals) will be limited in size to fit within the remaining 74 spaces. If necessary, the service will be moved to the evening (outside of normal business hours), when the full 199 spaces become available.



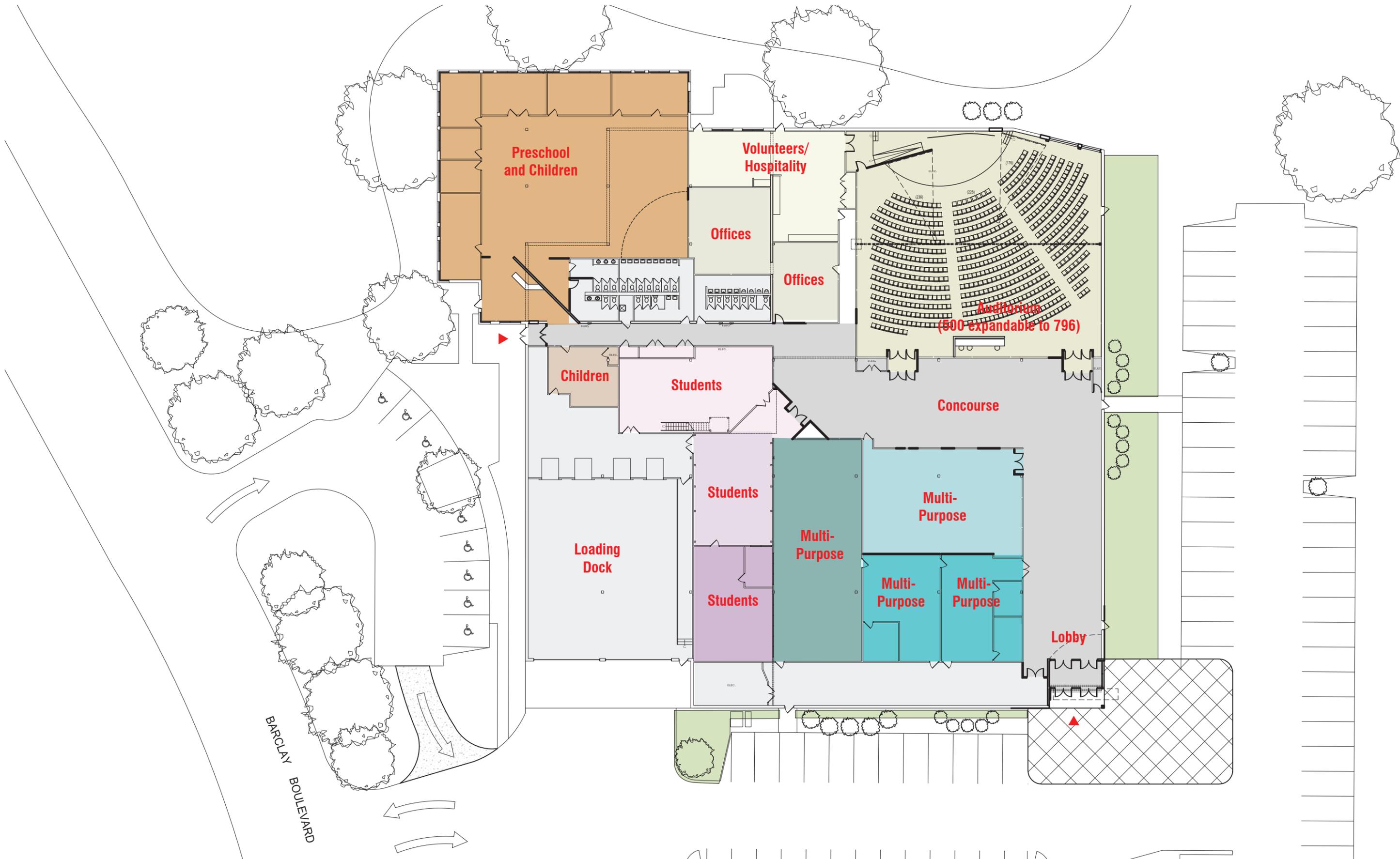
625 BARCLAY BLVD.
 LINCOLNSHIRE, ILLINOIS
 VAN VLISSINGEN & COMPANY

GILLESPIE
 DESIGN
 GROUP

6307 Business Parkway, WI
 Ringwood, Illinois 60072
 815.853.7100 phone
 815.853.7700 fax
 www.gillespiegroup.com

DATE
 05/09/08
 PROJECT NUMBER
 08-041

SITE PLAN
 SCALE: NONE







PARKING AGREEMENT

This Parking Agreement ("Agreement") is entered into this 17th day of March, 2015 by and between the Willow Creek Community Church Inc., an Illinois not for profit corporation ("Church") and HydraForce, Inc., an Illinois corporation ("HydraForce").

WHEREAS, the Church is in the process of leasing (Church's Lease) the entire building at 625 Barclay Blvd, Lincolnshire, Illinois 60069 (625 Barclay Building) and

WHEREAS, HydraForce currently leases (HydraForce Lease) the entire building at 650 Barclay Blvd, Lincolnshire, Illinois 60069 (650 Barclay building) and

WHEREAS, HydraForce also owns the building at 500 Barclay Blvd, Lincolnshire, Illinois 60069 (500 Barclay Building) and

WHEREAS, HydraForce and the Church in consideration of the parking rights each has granted the other, the sufficiency of which both acknowledge, agree as follows:

1. HydraForce's Parking Rights. The Church, in exchange for the parking rights it is receiving from HydraForce pursuant to this Agreement, hereby grants to HydraForce and its invitees the right to use one hundred twenty five (125) parking stalls at 625 Barclay Building from 5:00 a.m. to 5:00 p.m. Monday through Friday of every week for the Term of this Agreement, except on Christmas Day, Christmas Eve after 12:00 p.m. and Good Friday after 12:00 p.m. of each year. The 125 parking stalls shall be those stalls shown on the diagram attached as Exhibit A.

2. Church's Parking Rights. HydraForce, in exchange for the parking rights it is receiving from the Church pursuant to this Agreement, hereby grants to the Church and its invitees the right to use: a) 78 parking stalls at the 650 Barclay Building; and b) an additional 300 parking stalls at the 500 Barclay Building from 7:00 a.m. through midnight every Sunday, and every Christmas Day under this Agreement and from 12:00 p.m. to 12:00 a.m. every Christmas Eve and every Good Friday under this Agreement. The 78 parking stalls at the 650 Barclay Building and the 300 parking stalls at the 500 Barclay Building shall be those stalls shown on the diagrams attached as Exhibit B. and Exhibit C.

3. Snow Removal. The Church, at its own expense, will hire a snow removal company to remove snow from the parking lot, including entrances and exits, at the 625 Barclay Building on any weekday when snow has accumulated to approximately 2 inches or more. HydraForce, at its own expense will hire a snow removal company to remove snow from the parking lots, including entrances and exits, at the 650 Barclay Building and the 500 Barclay Building every Sunday, every Christmas Day, every Christmas Eve and every Good Friday when snow has accumulated to approximately two inches or more.

4. Hold Harmless and Indemnification.

(a) To the fullest extent permissible by law HydraForce shall hold the Church, its officers, elders, employees, independent contractors and lenders harmless including reasonable attorneys' fees for any and all personal and bodily injuries including death and property damage, related to HydraForce's and HydraForce's invitee's use of the Church's parking including ingress and egress to and from the Church's parking lot. Without diminishing the generality of the preceding sentence, at all times during this Agreement, Hydraforce shall carry comprehensive general liability insurance insuring the Church against acts, omissions and negligence of Hydraforce, its employees, and invites with limits no less than \$1,000,000/\$2,000,000 with a minimum umbrella policy of \$5,000,000 naming the Church, its elders, officers, employees and independent contractors and invitees as additional party insured, with such policies requiring the insurance company agreeing to give the Church 30 days written notice of cancellation or non-renewal of insurance coverage prior to commencement of this Agreement and at each renewal of the aforesaid insurance policy(ies), HydraForce shall forward to the Church a Certificate of Insurance indicating that the aforesaid insurance is in full force and effect.

(b) To the fullest extent permissible by law the Church shall hold HydraForce, its officers, elders, employees, independent contractors and lenders harmless including reasonable attorneys' fees for any and all personal and bodily injuries including death and property damage, related to the Church's and Church's invitee's use of both HydraForce's parking including ingress and egress to and from both HydraForce parking lots. Without diminishing the generality of the preceding sentence, at all times during this Agreement, the Church shall carry comprehensive general liability insurance insuring Hydraforce against acts, omissions and negligence of Church , its employees, and invitees with limits no less than \$1,000,0-00/\$2,000,000 with a minimum umbrella policy of \$5,000,000 naming the Hydraforce, its directors, officers, employees and independent contractors and invitees as additional party insured, with such policies requiring the insurance company agreeing to give HydraForce 30 days written notice of cancellation or non-renewal of coverage prior to commencement of this Agreement and at each renewal of the aforesaid insurance policy(ies), Church shall forward to the Church a Certificate of Insurance indicating that the aforesaid insurance will remain in full force and effect..

5. Term of Agreement.

(a) This Lease is contingent upon the Church obtaining a special use permit from the Village of Lincolnshire, allowing the Church to use the 625 Barclay for religious purposes. This Agreement shall commence 30 days after the Village of Lincolnshire approves the Church's special use permit. If the Church does not obtain the special use permit within six months from the date of this Agreement, the Church may declare this Agreement null and void.

(b) The Church's and HydraForce's obligation under this Agreement is dependent upon Van Vlissingen & Company terminating an existing License Agreement dated July 2012 for parking at the 625 Barclay Building. A copy of that License Agreement is attached as Exhibit D.

(c) This Agreement shall terminate on the earliest of the following: (a) the Church terminates its tenancy at 625 Barclay, in which case this Agreement shall terminate on the last day the Church is a tenant at that Building; (b) HydraForce sells the 500 Barclay Building.

(d) The termination of HydraForce's tenancy at 650 Barclay shall not terminate this Agreement, except as it relates to the 78 stalls on that property. In that event, the Church shall be entitled to use the 300 parking stalls at the 500 Barclay building for the balance of the Term of this Agreement.

6. Repairs and Maintenance. Except when damage is caused by HydraForce or its invitees, the Church at its expense shall repair, resurface and stripe the parking lot at the 625 Barclay Building when needed. Except when damage is caused by the Church or its invitees, the HydraForce at its sole expense shall repair, resurface and stripe the parking lot at the 500 Barclay building when needed.

7. Notices. All Notices shall be sent by recognized overnight delivery services such as Federal Express or United Parcel Service to the parties at the following addresses:

Church:

Senior Pastor
Willow Creek Community Church – South Lake
625 Barclay Boulevard
Lincolnshire, Illinois 600669

With a copy to: Ira D. Leavitt
1755 S. Naperville Road
Suite 200
Wheaton, IL 60189

Hydraforce
President
Hydraforce, Inc.
500 Barclay Boulevard
Lincolnshire, Illinois 60069

8. Total Agreement. This Agreement represents the total agreement between the parties and supersedes all previous or contemporaneous oral or written understandings about the subject matter of this Agreement.

9. Amendment. This agreement may only be modified or amended by a written document signed by both Church and HydraForce.

The Willow Creek Community Church

By: _____
Its: _____

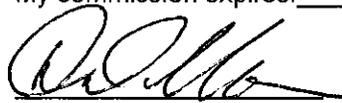
STATE OF ILLINOIS
COUNTY OF LAKE

I, the undersigned, Notary Public, hereby certify that _____, personally known to me to be the Chief Governance Officer of the Willow Creek Community Church, Inc. appeared before me this day in person and acknowledged that he was signing this instrument as the free and voluntary act of the Willow Creek Community Church, Inc., for the uses and purposes therein set forth.

Given under my hand and official seal this ___ day of _____, 2015.

NOTARY PUBLIC

My commission expires: _____



HydraForce, Inc.

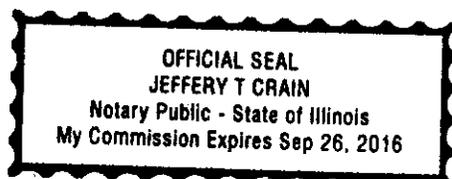
By: David Nolan

Its: Assistant Treasurer

STATE OF ILLINOIS
COUNTY OF LAKE

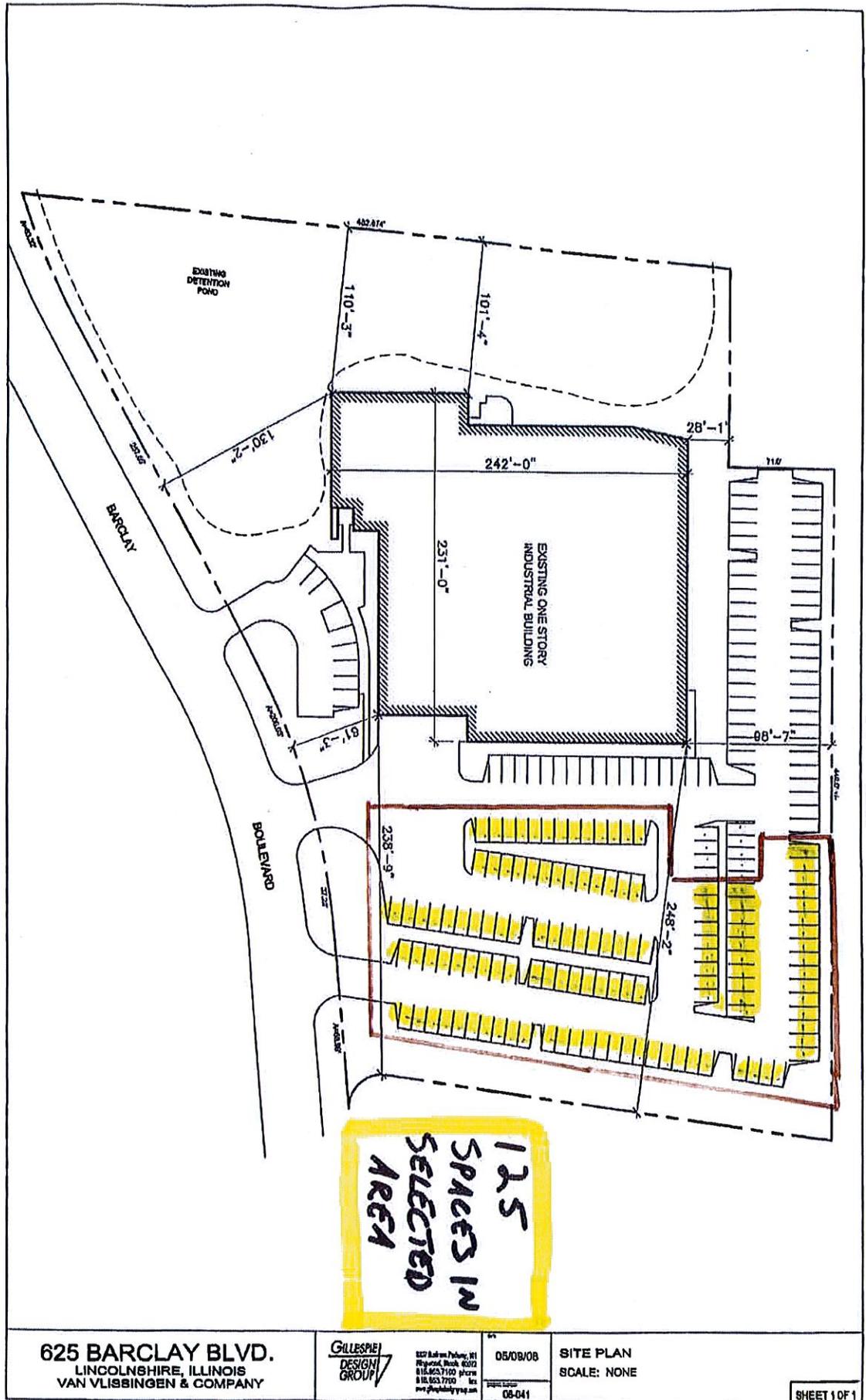
I, the undersigned, Notary Public, hereby certify that David Nolan, personally known to me to be the Assistant Treasurer of the HydraForce, Inc. appeared before me this day in person and acknowledged that he was signing this instrument as the free and voluntary act of the HydraForce, Inc., for the uses and purposes therein set forth.

Given under my hand and official seal this 17th day of March, 2015.



NOTARY PUBLIC
My commission expires: 9/26/16

Exhibit A
 Parking Stalls in Yellow are for HydraForce use at 625 Barclay Blvd



125
 SPACES IN
 SELECTED
 AREA

625 BARCLAY BLVD.
 LINCOLNSHIRE, ILLINOIS
 VAN VLISSENGEN & COMPANY

GILLESPIE
 DESIGN
 GROUP
 8327 Oakview Parkway, #11
 Skokie, IL 60077
 815.625.7100
 815.625.7700
 www.gillespiedesign.com

05/08/08
 08-041

SITE PLAN
 SCALE: NONE

SHEET 1 OF 1

Exhibit B

The 78 Parking Stalls Numbered Below are for Willow Creek Community Church's Use at 650 Barclay Blvd.

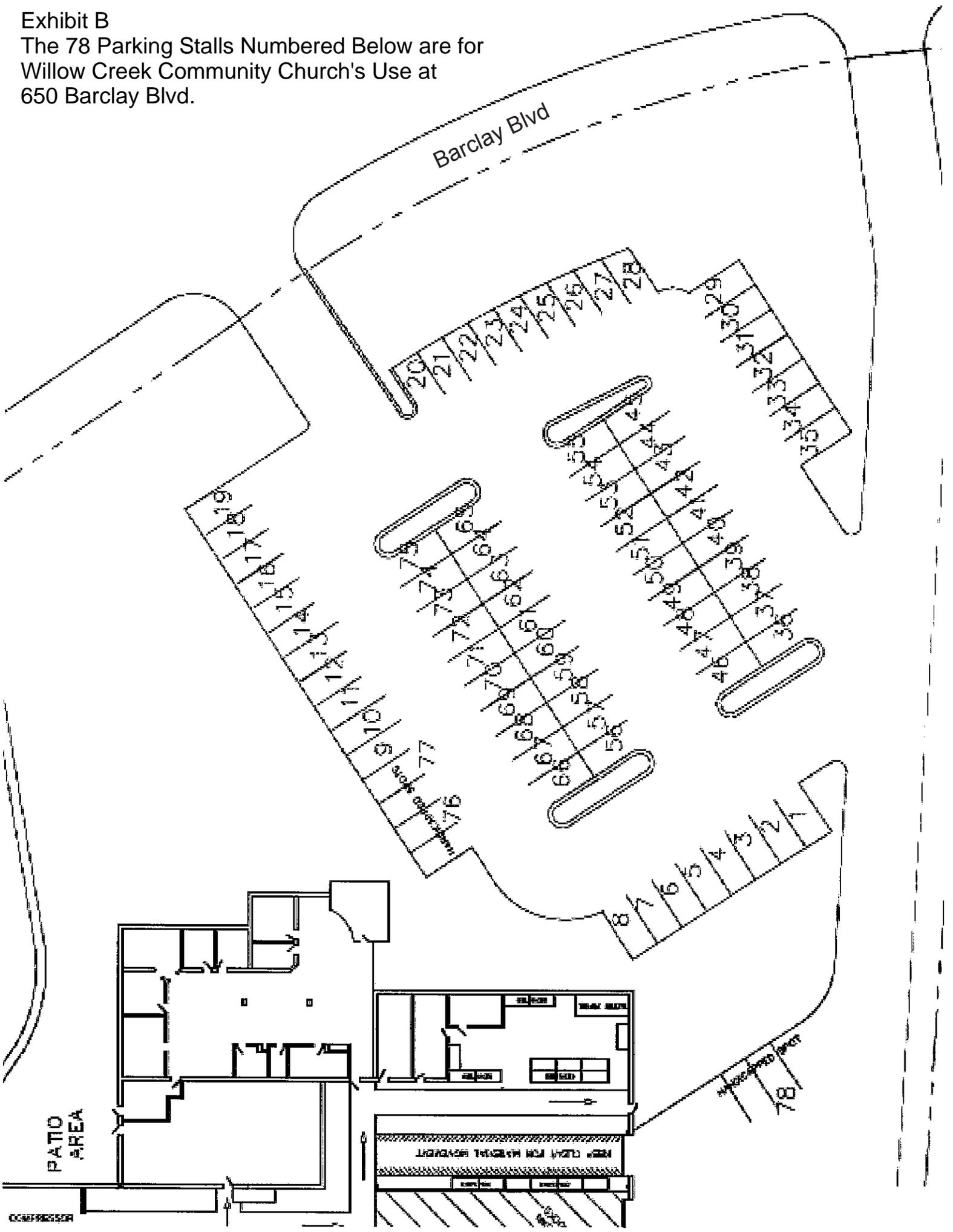
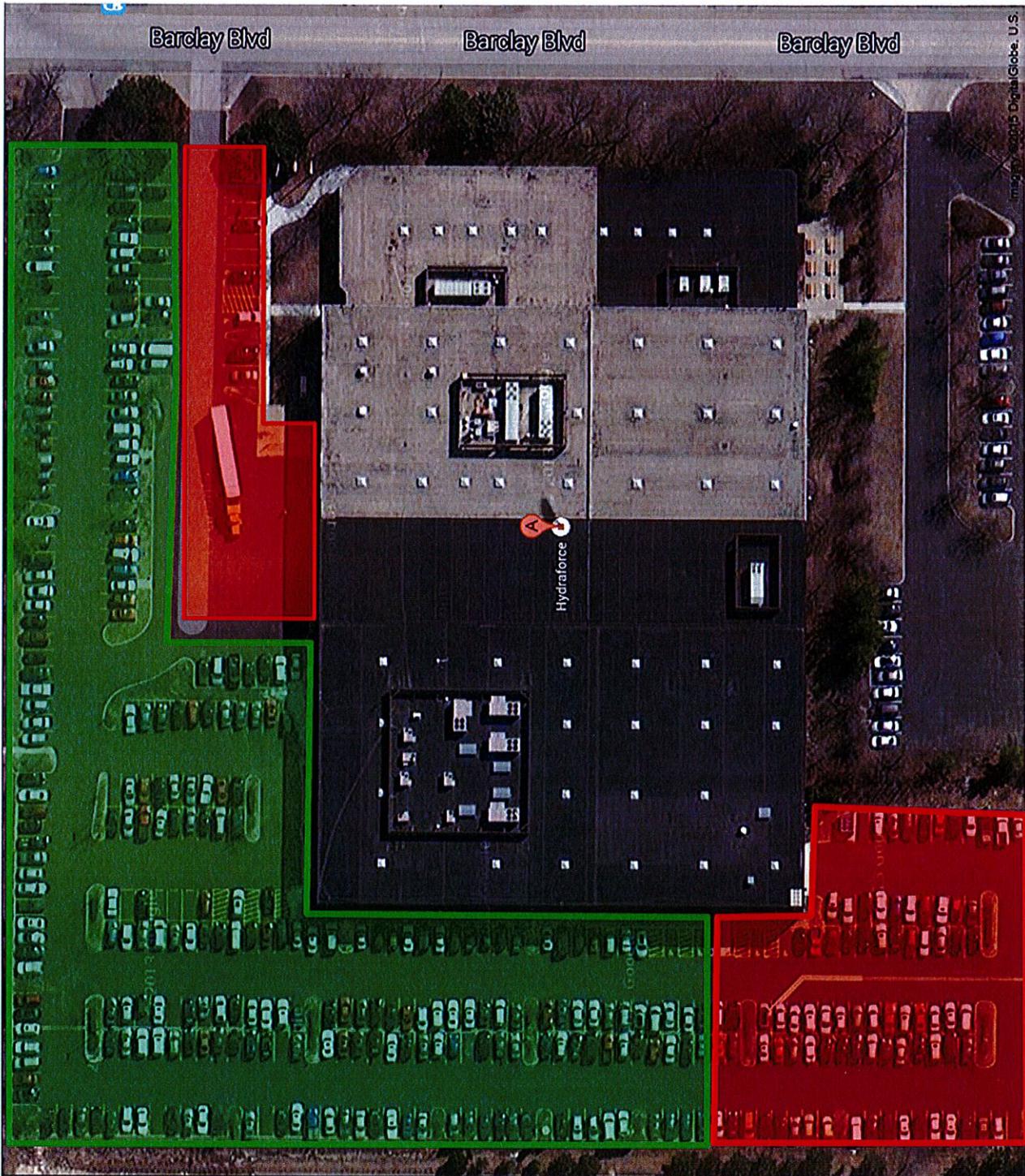
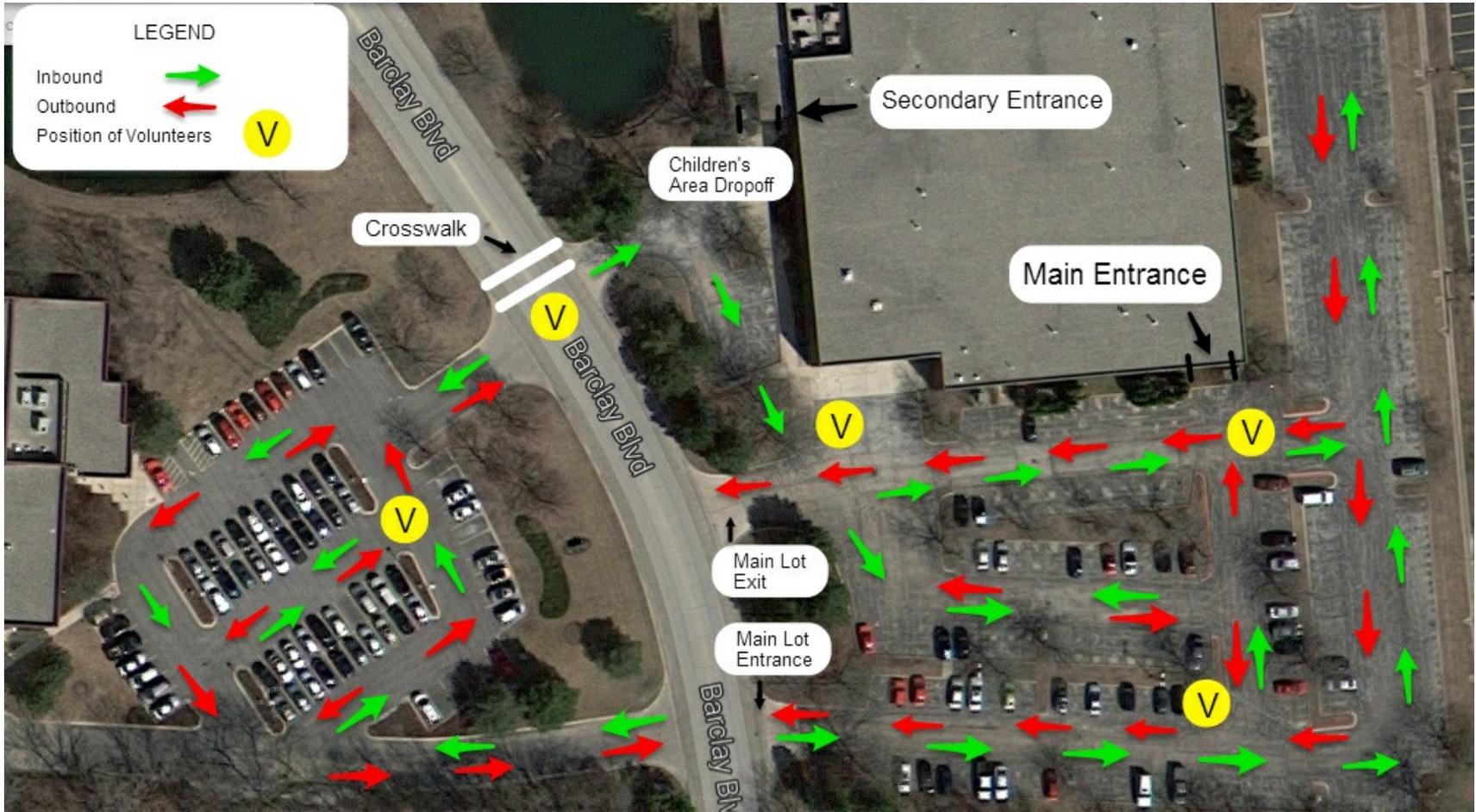


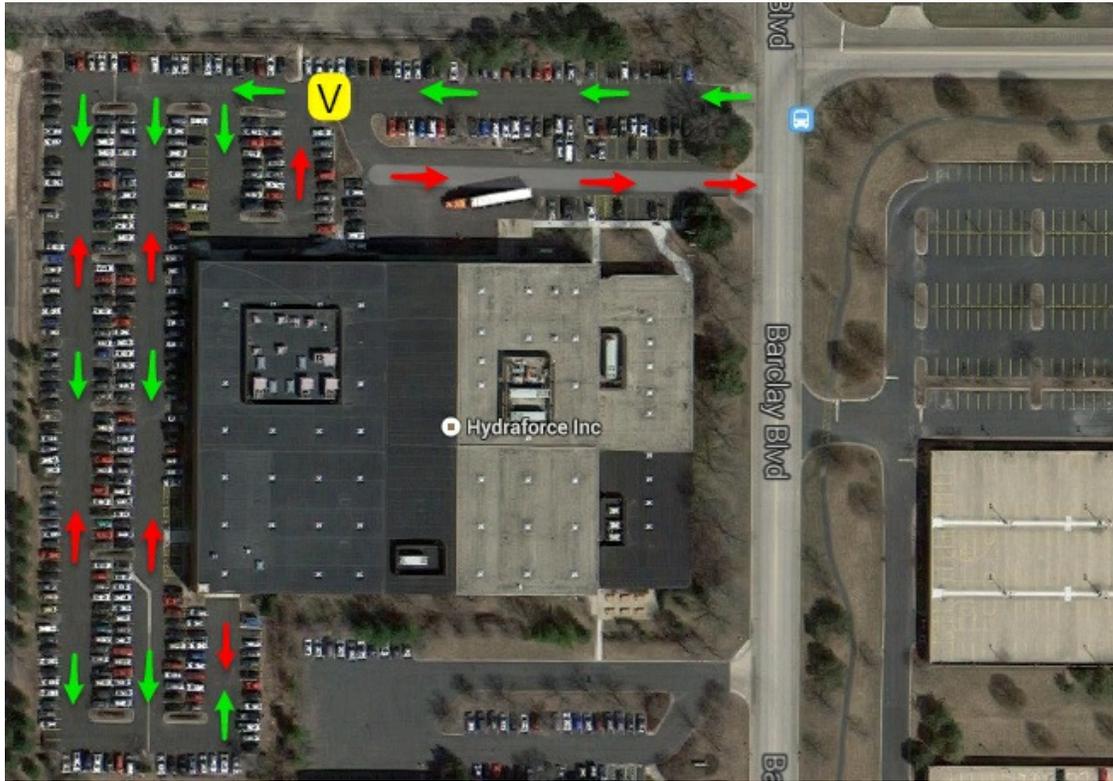
Exhibit C
The 300 Parking Stalls in the Green Highlighted
Area Are for Willow Creek Community Church's
Use at 500 Barclay Blvd.



625 Barclay Traffic Plan



Satellite Parking:



REQUEST FOR BOARD ACTION
Zoning Board
April 14, 2015

Subject:	Willow Creek Community Church Special Use Request
Action Requested:	Public Hearing for a Special Use to permit an Assembly Use operation for religious uses in the O/lc District, within an existing office/industrial building located at 625 Barclay Blvd.
Petitioner:	Willow Creek Community Church
Originated By/Contact:	Stephen Robles, Village Planner Department of Community & Economic Development
Advisory Board Review:	Zoning Board

Background:

- The subject property located at 625 Barclay Boulevard is currently a vacant office/warehouse building, located within the Village's Corporate Center.
- The zoning classification of the property is O/lc – Office/Industrial District, in which Assembly uses are a permitted Special Use.
- Recent amendments (December 8, 2014) to the Village's permitted and special uses in non-residential zoning districts now classifies theaters, religious uses, convention centers, and other places of assembly inclusively as "Assembly Uses".

Project Summary:

- Willow Creek Community Church ("Church") seeks a Special Use for an Assembly Use to permit religious uses at the subject site.
- The interior layout of the existing office/warehouse building will be renovated based on the proposed assembly use to include a 796 seat auditorium, offices, and meeting spaces (see attached presentation packet).
- Exterior building modifications include construction of a new primary entrance at the southeast corner of the building and exterior signage. The existing small customer parking lot on the west side of the building will be connected to the main parking lot (south) with a new internal access lane. Due to the minor nature of the proposed exterior modifications, Architectural Review Board review will not be required.
- After the Public Hearing and Zoning Board recommendation this request will return to the Village Board for final determination.

Staff Comments:

- **Activities/Usage:** Per the attached presentation packet, the Church will conduct two Sunday morning services, with an eventual maximum attendance of 796 people (per maximum auditorium capacity). As identified, there will not be concurrent activities during the Sunday services, apart from break-out children services. Weekday events will consist of meetings/classes two nights per week between 6:00 p.m. and 9:00 p.m., with an overall maximum attendance of 200 people. No weekday school or daycare is proposed. Given the proposed activities will occur during off-peak days/hours of the surrounding office/industrial businesses, there will be nominal disruption to the surrounding commercial operations.
 - *To ensure Church operations do not impact surrounding commercial/industrial uses, Staff recommends a condition of the Special use prohibiting weekday school/daycare services at the site be incorporated.*

- Parking:** Village parking regulations require 1 space per 4 seats for religious uses. Based on the maximum of 796 seats, 199 parking spaces are required, with exactly 199 parking spaces provided at the site. However, based on attendance experienced at other locations, the Church has indicated a parking ratio of 1:2.3 seats more accurately reflects their attendance levels. Using the Church's ratio, at full capacity, 346 spaces would be required. To account for the excess parking demands, the Church has entered into a parking agreement with the property owner of 500 Barclay Boulevard and tenant of 650 Barclay Boulevard (HydraForce), which will result in the following parking allocations:

Location	Parking Available	Parking Shared	Shared Parking Availability
625 Barclay Blvd (Church)	199	125	5 AM–5 PM, M-F
650 Barclay Blvd (HydraForce – lease)	78	78	7 AM-12AM, Sun & Dec 25 th 12 PM-12AM, Dec 24 th & Good Fri
500 Barclay Blvd (HydraForce – own)	392	300	7 AM-12AM, Sun & Dec 25 th 12 PM-12AM, Dec 24 th & Good Fri

The agreement will allow for the sharing of parking spaces amongst both groups at specified times to eliminate potential conflicts between either operations. Since minimum code required parking is provided on the subject site, there is no further Code requirements for additional off-street parking by the Church. However, under the review of the Special Use, the Village has the authority to require considerations to negate the impact of such use upon neighboring land, such as a parking agreement.

- As a result of the Church's anticipated attendance levels exceeding the parking available on the subject site, the provided parking agreement should be recorded with the Lake County Recorder's Office for 500 Barclay Boulevard to account for any future sale of the property and allow continual application of the parking agreement.*

Staff's inspection of the subject site at 625 Barclay Boulevard revealed the current declining condition of the parking lot and unnoticeable markings. Additionally, a variety of parking lot islands are absent of Code required landscaping. These existing conditions should be attended to by any new occupancy of the site.

- Within six months of obtaining a Certificate of Occupancy, the parking lot at 625 Barclay Boulevard shall be resurfaced and all associated parking lot markings shall be restored, which shall not result in any reduction of parking spaces from the current total of 199 spaces, and landscaping of parking lot islands shall be provided in conformance with Chapter 11 of the Zoning Code.*
- Traffic Management Plan:** Staff has confirmed with the Police Department the Church's proposed traffic management plan (see attached presentation packet) is acceptable. As the 650 Barclay parking lot is located across from the Church site, the Church will use temporary traffic cones and signage to identify the temporary pedestrian cross-walk. The 500 Barclay parking lot; however, is located in excess of 1,000 feet from the nearest Church entry. Given the separation and lack of sidewalks along Barclay Boulevard, the Church will use a shuttle van to transport attendees to/from the parking lot.
- Staff recommends any use of traffic cones and signage be temporary and shall only*

be used during Sunday and Holiday services, and removed upon the conclusion of the last Sunday or Holiday service. No such traffic control devices and/or signage shall be placed within the travel lanes of Barclay Boulevard.

- **Special Use Findings of Fact:** The attached presentation packet includes the Petitioner's response to the Findings of Fact for Special Use for consideration by the Zoning Board.

Recommendation:

Staff recommends approval of a Special Use to permit an Assembly Use operation for religious uses in the O/lc District, within an existing office/industrial building, subject to the following conditions:

1. Weekday school and/or daycare services/uses shall be prohibited at the subject site.
2. The executed parking agreement shall be recorded with the Lake County Recorder's Office for the property commonly addressed as 500 Barclay Boulevard to account for any future sale of the property and allow continual application of the parking agreement.
3. Within six months of obtaining a Certificate of Occupancy, the parking lot at 625 Barclay Boulevard shall be resurfaced and all associated parking lot markings shall be restored, which shall not result in any reduction of parking spaces from the current total of 199 spaces, and landscaping of parking lot islands shall be provided in conformance with Chapter 11 of the Zoning Code.
4. The use of traffic cones and signage shall be temporary and only used during Sunday and Holiday services, and removed upon the conclusion of the last Sunday or Holiday service. No such traffic control devices and/or signage shall be placed within the travel lanes of Barclay Boulevard.

Motion:

Having made findings based on facts covered in a Public Hearing held on April 14, 2015, the Zoning Board recommends approval to the Village Board of a Special Use to permit an Assembly Use operation for religious uses in the O/lc District, within an existing office/industrial building located at 625 Barclay Boulevard, subject to the Staff recommendations, and further subject to.

{Insert any additional conditions or modification desired by the Zoning Board}

Reports and Documents Attached:

- Location Map, prepared by Staff.
- Presentation Packet, prepared by Larry Freedman and Willow Creek Community Church.

Meeting History	
Village Board Evaluation (COW):	February 23, 2015
Current Zoning Board (Public Hearing)	April 14, 2015



UNAPPROVED Minutes of the **REGULAR MEETING OF THE ZONING BOARD** held on Tuesday, April 14, 2015, in the Public Meeting Room in the Village Hall, One Olde Half Day Road, Lincolnshire, IL.

PRESENT: Chairman Manion, Members Leider, Van de Kerckhove, Bichkoff, and Kalina.

ALSO PRESENT: Stephen Robles, Village Planner and Tonya Zozulya, Economic Development Coordinator

ABSENT: Trustee Liaison Brandt.

CALL TO ORDER: **Chairman Manion** called the meeting to order at 7:04 p.m.

1.0 ROLL CALL

The roll was called by **Village Planner Robles** and **Chairman Manion** declared a quorum to be present.

2.0 APPROVAL OF MINUTES

2.1 Approval of the Minutes related to the Zoning Board Meeting held on Tuesday, March 10, 2015.

Member Kalina moved and **Member Leider** seconded the motion to approve the minutes of the Regular Meeting of the Zoning Board, as submitted. The motion passed unanimously by voice vote.

3.0 ITEMS OF GENERAL BUSINESS:

3.1 PUBLIC HEARING regarding a Special Use to permit an Assembly Use operation for religious uses in the O/lc District, within an existing office/industrial building located at 625 Barclay Boulevard (Willow Creek Community Church).

Chairman Manion recessed the Zoning Board meeting and opened the Public Hearing. **Lawrence Freedman**, attorney for the Willow Creek Community Church, noted the Church was recently in front of the Zoning Board to receive a temporary Special Use to perform interim church services at the Lincolnshire Regal Cinemas. He continued, the Church was back in front of the Zoning Board to seek a Special Use for an assembly use for a permanent location at 625 Barclay Boulevard. The Church anticipates moving into the new location within one year.

Matthew Wright, Lead Pastor of Willow Creek Community Church, provided a brief history of the Church and described the proposed Church operations for the site. He indicated the bulk of church activity would be on weekends and two evenings during the week. Attendance for the Sunday services were expected to start at a smaller capacity and eventually increase to the maximum proposed 796 seat capacity. **Mr. Wright** also noted there were no plans for weekday school activity. A total of ten employees were expected during the week.

Member Van de Kerckhove questioned if further building modifications were planned for the Church's occupancy. **Mr. Wright** explained the existing building did not require significant alteration, apart from the need for minor modifications to the current interior floor plan.

Chairman Manion asked if the Church was purchasing the building. **Mr. Wright**, explained the Church would be leasing the building.

Mr. Wright continued and presented the proposed traffic plan based on the Church's past experiences of traffic management at other locations, and the off-site parking agreement to use additional parking at 500 and 650 Barclay Boulevard. **Member Van de Kerckhove** sought clarification if the Church's use of traffic cones would be located in the street. **Mr. Wright** responded that no traffic cones would be placed in the roadway, rather at the sides of the road to identify the crossing area. **Mr. Freedman** explained the Village Code requirement for parking for a church use, which was 1 space per every 4 seats. However, he noted, the Church's identify a parking ration of 1 space per every 2.3 seats accurately reflected parking needs based on experiences and entered into a parking agreement with HydraForce, which owns property at 500 Barclay Boulevard and leases property at 650 Barclay Boulevard. **Mr. Freedman** noted Staff's concern regarding any potential termination of the parking agreement, which the Church committed to acquiring a new parking agreement. In the event the Church would not be able to secure additional off-site parking, the Church would reduce their capacity to the available parking at the ratio of 1/2.3 spaces.

Chairman Manion sought confirmation from the Petitioner of their request to include the Special Use findings of fact into the record. **Mr. Freedman** concurred.

Member Van de Kerckhove requested clarification on the proposed weekday use of the property. **Mr. Wright** explained that evening meetings, called "classes", would occur two nights per week, Tuesday, Wednesday, or Thursdays. The actual number of classes and weeknight would be determined based on the specific congregation. **Mr. Wright** further noted that a maximum of 200 people total would be expected at the weekday classes.

Chairman Manion sought any comments from the public. There being none, **Chairman Manion** requested Staff comments.

Village Planner Robles presented that the subject property at 625 Barclay Boulevard is located within the O/lc – Office/Industrial District, where Assembly uses are a permitted Special Use. As a result, Willow Creek Community Church was seeking a Special Use for an Assembly Use to permit religious uses at the site. He continued, based on the Church's activities detail provided in the packet, in order to ensure Church operations did not impact surrounding commercial/industrial uses, Staff recommended the Special Use prohibit weekday school and daycare services. Based on the proposed 796 church seating capacity, **Village Planner Robles** identified that 199 spaces were required by Code based on a ratio of 1 space per every 4 seats, with exactly 199 spaces were provided on site. As the Petitioner had indicated, a parking ratio of 1:2.3 seats more accurately reflected expected attendance, which resulted in 346 spaces. The proposed parking agreement would allow for shared parking between both groups at specified times to eliminate potential conflicts between either operations. **Village Planner Robles** explained that since minimum code required parking was provided on the site, the Village Code did not require additional parking. However, he explained, the Special Use

process allowed the Village to require considerations to negate the impact of the proposed use on neighboring land, such as the parking agreement. Condition 2 of the Staff memo requested the parking agreement to be recorded with the Lake County Recorder's Office to account for any future sale the property to allow continual application of the parking agreement. However, the Petitioner expressed to Staff such condition would prevent the agreeable party to participate in the agreement. Therefore, Staff worked with the applicant to revise the condition as follows:

"In the event secondary parking rights pursuant to Section 5(c)(b) of the Parking Agreement are terminated, within 60 days of such termination, Willow Creek shall be required to provide alternative secondary parking in the form of a revised Parking Agreement to be approved by the Village, and upon failure of Willow Creek to do so, that until such time an acceptable parking agreement is provided and approved, the maximum seating capacity shall be reduced to that amount which can be accommodated on the subject premises by the available 199 parking spaces and the available 78 parking spaces at 650 Barclay Boulevard based upon the ratio of 1:2.3 seats."

Village Planner Robles continued that an inspection of the site showed declining conditions of the parking lot and unnoticeable pavement markings. In addition, a variety of parking lot islands were also absent of Code required landscaping. Since the existing conditions should be attended to by new occupancy of the site, Staff requested that within 6 months of obtaining a Certificate of Occupancy, the parking lot should be resurfaced and all parking lot markings be restored to not result in any reduction of parking spaces from the current total, and landscaping of parking lot islands be provided in conformance with Off-Street Parking regulations of the Zoning Code.

In regards to the Petitioner's proposed traffic management plan, **Village Planner Robles** expressed Staff recommended any use of traffic cones and signage be temporary and only used during Sunday and Holiday services, and removed at the conclusion of the last Sunday or Holiday service. In addition, the traffic control devices and/or signage should not be placed within the travel lanes of Barclay Boulevard.

Member Leider inquired if there was any plan to paint a crosswalk between 625 and 650 Barclay Boulevard, rather than using cones. **Mr. Wright** identify there were no plans to do so. **Village Planner Robles** explained Staff encouraged the use of traffic cones rather than a painted crossing since area was not designated as an official pedestrian crossing for such Village street. He further noted, that a permanent crossing would be excessive since the use would be limited to one day, Sunday services.

The Zoning Board discussed the four Staff proposed conditions and sought confirmation the Petitioner was in agreement with such. **Mr. Freedman** confirmed the Petitioner was in agreement to the Staff conditions.

Chairman Manion sought any comments from the audience. There being none, **Chairman Manion** closed the public hearing and reconvened the Zoning Board meeting.

There being no further comments, **Chairman Manion** sought a motion.

Member Kalina moved and **Member Van de Kerckhove** seconded a motion to recommend approval to the Village Board, based on facts covered in a Public Hearing held on April 14, 2015, of a Special Use to permit an Assembly Use operation for

religious uses in the O/lc District, within an existing office/industrial building located at 625 Barclay Boulevard, subject to the Staff recommendations.

The roll call vote was as follows:

Ayes: Chairman Manion, Members Leider, Van de Kerckhove, Bichkoff, and Kalina.

Nays: None.

~~3.2 PUBLIC HEARING regarding a Special Use to establish and operate a drinking establishment, with live entertainment, in the B2 General Business District, at 275 Parkway Drive within the CityPark Retail Center (DDMB3 LLC/dba Emporium Lake County).~~

~~Chairman Manion recessed the Zoning Board meeting and opened the Public Hearing. Doug and Danny Marks, owners and operators of Emporium Arcade and Bar, were sworn in by Chairman Manion.~~

~~Mr. Danny Marks stated the name of the proposed business at 275 Parkway Drive is Emporium Lake County. They own two Emporium bars in Chicago. One is in Wicker Park (opened in 2012) and one is in Logan Square (opened in 2014). Both locations offer 1980's and 1990's games, pinball machines and other amusement, in addition to a full bar. Most of their customers are in the 25-45 age group. They cater to corporate groups and private parties like bachelor and birthday parties. CDW has bused their employees to their business for corporate events. Their existing locations have murals by local artists which they hope to have in Lincolnshire as well. They rarely have incidents. The Logan Square location has table games, air hockey and foosball. They also have food trucks parked inside the building in the Logan Square Emporium to provide food to their customers. Emporium does not have beer advertising or neon signs.~~

~~The Lincolnshire location is 9,800 SF. It was previously occupied by Champps Restaurant and Bar. Champps left all the equipment and furniture when they unexpectedly left the space after their parent company filed for bankruptcy. The space is very attractive to them as it is move-in ready. The Lincolnshire location would be a hybrid of their two existing locations offering video arcade machines, pinball machines, table games, live entertainment and a full bar. The business will admit patrons who are 21 or older. They also intend to have an upscale taco menu and potentially rent out the kitchen to catering businesses. They are also open with local food trucks. The proposed hours of operation are 5 p.m. to 2 a.m. Monday through Friday and 12 p.m. to 2 a.m. on Saturday and Sunday. They may adjust the hours to better meet their customer needs upon opening. Staff informed them some corporate employees in the area get off from work at 3 or 3:30 p.m.~~

~~Mr. Danny Marks stated staff contacted them last summer encouraging them to consider a Lincolnshire location after Emporium's zoning process in Vernon Hills did not result in approvals.~~

~~Economic Development Coordinator Zozulya stated the underlying zoning of the property is B2 General Business District. The zoning district permits "drinking establishments, including live entertainment" by Special Use, per a 2014 code amendment. She added a notice of the Zoning Board Public Hearing was published in the March 26, 2015, edition of the Pioneer Press, as required by Code. The Petitioner~~

**REQUEST FOR BOARD ACTION
Committee of the Whole
April 27, 2015**

Subject: Emporium Arcade & Bar - 275 Parkway Drive, City Park

Action Requested: Consideration and Discussion of a Zoning Board recommendation regarding a Special Use Permit to establish and operate a drinking establishment, with live entertainment, in the B2 General Business District, at 275 Parkway Drive within the CityPark Retail Center

Petitioner: Emporium Lake County

Originated By/Contact: Tonya Zozulya, Economic Development Coordinator
Department of Community & Economic Development

Referred To: Zoning Board

Background:

- The Village Board referred the Special Use request to the Zoning Board for a Public Hearing at its March 23, 2015 meeting.
- On April 14, 2015 the Zoning Board unanimously recommended approval of a Special Use permit for Emporium, as presented.

Request Summary:

- Per the attached letter by owner/operator Doug Marks, the business will provide video arcade machines, pinball machines, and table games, along with a bar and live entertainment.
- Emporium expects to adjust the proposed hours of operation, described in their letter of request after evaluation of customer demand after opening. Emporium expects their peak business hours to be 5 -11 p.m. on weekdays and 8 p.m.-1 a.m. on weekends.
- The CityPark PUD required Champps, the former occupant of the space, to provide approximately 150 parking spaces. Emporium projects the need for 50-60 parking spaces for customer and staff at peak times. In addition, Viper Alley's scaled-down operations as a private event venue generates smaller parking demand than originally planned. Therefore, Staff does not expect parking issues with the proposed use.
- Emporium will ensure any sound from their occasional live entertainment is contained within the building interior.
- The Petitioner states in the attached letter they intend to offer a taco-themed food menu by partnering with local chefs.
- Attached are Petitioner's responses to the 7 Standards for Special Use which were considered by the Zoning Board in their approval.

Recommendation:

Consideration and discussion of a Special Use permit to operate a drinking establishment with live entertainment for Emporium Lake County, and placement on the May 11, 2015 Consent Agenda.

Reports and Documents Attached:

- Emporium Arcade & Bar Presentation Packet, submitted by Doug Marks, owner/operator, dated April 16, 2015.
- Zoning Code excerpt regarding drinking establishments in the B2 District.
- April 14, 2015 Zoning Board staff memorandum and unapproved meeting minutes.
- Draft ordinance, prepared by Village Attorney Simon.

Meeting History	
Initial Referral to Village Board (COW):	March 23, 2015
Zoning Board Public Hearing:	April 14, 2015
Committee of the Whole (current)	April 27, 2015

EMPORIUM

. . . . arcade bar

April 16, 2015

Mayor Blomberg and Village Board of Trustees
Village of Lincolnshire
One Olde Half Day Road
Lincolnshire, IL 60069

Dear Mayor Blomberg and Village Board of Trustees:

We are seeking a Special Use permit as the code requires it for a drinking establishment that will include live entertainment at the former Champps Sports Bar space located at 275 Parkway Drive in City Park in the B2 General Business District. The space is approximately 9800 square feet and we have a lease agreement.

We currently own two Emporium locations in the Wicker Park and Logan Square neighborhoods of Chicago. Both locations feature a wide variety of coin operated amusement devices along with an extensive craft beer selection and a full bar. The customer base at both bars is relatively diverse and we estimate that 75% of our clientele are in the 25 to 45 age range. We regularly host a variety of events ranging from birthday parties to office holiday parties, as well as large corporate events.

The Wicker Park location is the original "arcade bar" in Chicago and opened in June 2012 as a 3000 square foot tavern, which was expanded to 6000 square feet in June 2013. The bar features over 60 video arcade and pinball machines focusing on vintage machines from the 1980s and 90s along with a variety of live entertainment including live music. The Logan Square location opened in July 2014 and features table games such as pool tables, air hockey and foosball along with vintage video arcade and pinball machines. The Logan Square location also has a food truck permanently parked inside the bar that is run by a rotation of licensed food truck operators in Chicago.

Our proposed model for Emporium Lake County is a hybrid of our two existing Emporium bars featuring a variety of entertainment options for our customers including video arcade machines, pinball machines, table games and live entertainment. The target market is similar to our customer base at our existing bars. We intend to only admit patrons over the age of 21. Emporium Lake County will employ around 15 staff members including managers, bar staff and security. Our proposed operating hours are 5pm to 2am on weekdays and 12pm to 2am on weekends but will adhere to any local liquor laws as necessary. We will also adjust our hours to best serve the needs of our customers. We do not plan on making any major changes to the exterior of the building and will only make minor alterations to the interior of the space.

We anticipate that the available parking will be enough to serve our customers and staff and will not require more parking than the previous use, Champps Sports Bar, utilized. We expect our peak hours on weekdays beginning after work at 5pm to around 11pm. As for weekends, we feel our peak hours will be from 8pm to 1am.

We also will occasionally have live entertainment at our location. In these instances, we will make sure that the sound will be limited to our location and will not impact the surrounding businesses.

Additionally, we had a public hearing at the Zoning Board meeting on April 14th, 2015 and received unanimous approval from the members of the board. Furthermore, we also did not receive any negative feedback from members of the community.

In regards to our potential food operation, we are still working on the specifics but we plan to provide food for our customers and are considering working with local chefs to design a simple but high-class taco menu.

Overall, we feel the City Park location is a great location for Emporium Lake County due to it being a highly trafficked and well-known area. Lincolnshire is strategically located in close proximity to many surrounding suburbs that will allow for us to draw from a larger customer pool. The multiple large corporations in and around Lincolnshire are also attractive because our concept draws young professionals along with being a great venue for corporate events. We look forward to working with the Village and being a positive addition to the community.

Sincerely,

A handwritten signature in black ink, appearing to read 'DM', with a stylized flourish extending to the right.

Doug Marks
Owner/Operator

Standard for Special Use

The Standards for Special Use below must be included with the Applicant's written response

- 1. The establishment, maintenance, or operation of the Special Use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare;**

We feel very confident that Emporium Lake County will be a positive addition to Lincolnshire and City Park. Our business model revolves around combining craft beer and a full bar with vintage Arcade Games and Pinball Machines along with other entertainment devices to create a fun and unique entertainment venue for a wide range of customers. The nature of our entertainment tends to draw a very diverse crowd ranging from corporate groups to young professionals and adults ranking from 25-45 years old. We have received strong and positive references in the past from our neighborhood groups and Alderman due to the fact that we are extremely responsible, hands on and professional owners who take a lot of pride on our operation and the experience we provide our customers. Overall, given our experience of our two current locations with similar concepts, we do not anticipate any detrimental impact or endangerment to the public health or general welfare of the surrounding areas.

- 2. The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located;**

The establishment of the Special Use to open Emporium Lake County as an entertainment venue in Lincolnshire will not be injurious to the use and enjoyment of the other property in the immediate vicinity for the purposes already permitted. In fact our lease ensures we will not violate any exclusive uses granted to any surrounding businesses as we are explicitly prohibited from violating purposes already permitted. Furthermore, given the property owner's enthusiasm for our project, the Special Use will not diminish or impair property values within the neighborhood and will have an overall positive impact on the surrounding areas.

- 3. The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;**

There is no reason to foresee that the Establishment of the Special Use will in any way impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

4. Adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided;

Prior to our taking possession, the space was previously used as a Champps Sports Bar and, as a result, our similar use ensures that there are adequate utilities and the necessary facilities have been provided.

5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public streets;

We will take all necessary steps to ensure that more than adequate measures will be taken to provide ingress and egress and do not foresee any traffic congestion issues on public streets due to our special use. The development at City Park already has the infrastructure in place and all roads and access are already provided. We feel the parking situation and layout of City Park adequately serves our business and allows for us to avoid any negative impact on the surrounding public areas.

6. The proposed Special Use is not contrary to the objectives of the Official Comprehensive Policies Plan of the Village as amended; and

The Special Use adheres to the objectives of the Official Comprehensive Policies Plan of the Village.

7. The Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the Zoning Board.

We will adhere to all requirements and regulations of the district along with any city and state laws. The proposed use is already permitted in the B-2 business district with a special use permit.

- a. Gross Floor Area: A maximum 25% of the gross ground floor area per principal structure on a zoning lot shall be utilized for non-sales tax generating uses.
- b. Variance: Any request for an increase in the above restrictions shall be subject to the Variance procedures of Section 6-14-9 of this Title.

6-6B-3: Uses

Uses permitted in the B2 General Business District are identified in the table below:

Uses	P = Permitted SU = Special Use
Any Permitted Use in the B1 Retail Business District	P
Any Special Use in the B1 Retail Business District	SU
Assembly Uses, as defined in Chapter 2 of this Title	SU
Automotive service facility	SU
Bowling alley establishment	P
Colleges, universities, or vocational schools	SU
Convalescent, sheltered care facilities and group or nursing homes	P
Drinking establishments, including Live Entertainment	SU
Hotels	SU
Motor vehicle sales establishments	SU
Parks and playgrounds	P
Radio and television station, excluding transmission towers	SU
Recreation facility, public or private, as defined in Chapter 2 of this Title	SU
Retail shopping centers	P
Urgent medical care center/clinic	SU
Any other similar use not specifically permitted in this Chapter, but which has substantially similar impacts on public services, traffic, parking and property values as the uses expressly permitted herein, is consistent with the trend in development within the District, and is complementary to the Village’s reliance on non-property taxes to finance municipal operations.	P

6-6B-4: Lot Sizes

Uses	Minimum Lot Area	Minimum Lot Width
Permitted Uses	30,000 sq. ft.	200 ft.
Automotive service/repair facility	30,000 sq. ft.	100 ft.
Motor vehicle sales establishment	30,000 sq. ft.	300 ft.
Planned Unit Developments(PUD)	By Village Board	By Village Board
Special Uses, all other	30,000 sq. ft.	200 ft.

**REQUEST FOR BOARD ACTION
Zoning Board
April 14, 2015**

Subject: Emporium Arcade & Bar - 275 Parkway Drive, City Park

Action Requested: Public Hearing regarding a Special Use Permit to establish and operate a drinking establishment, with live entertainment, in the B2 General Business District, at 275 Parkway Drive within the CityPark Retail Center

Petitioner: DDMB3 LLC/dba Emporium Lake County

Originated By/Contact: Tonya Zozulya, Economic Development Coordinator
Department of Community Development

Referred To: Zoning Board

Background:

- The proposed use would be located in the 9,800 square foot former Champps Americana restaurant and sports bar space at 275 Parkway Drive, in the City Park PUD (approved by Ordinance No. 97-1507-31).
- The underlying zoning of the property is B2 General Business District. The zoning district permits “drinking establishments, including live entertainment” by Special Use, per a 2014 code amendment.
- The Village Board referred the Special Use request to the Zoning Board for a Public Hearing at its March 23, 2015 meeting.
- A notice of the Zoning Board Public Hearing was published in the March 26, 2015, edition of the Pioneer Press, as required by Code. The Petitioner also provided a code-required notification to adjacent property owners of record within a 250’ radius of subject property.

Request Summary:

- Per the attached letter by owner/operator Doug Marks, the business will provide video arcade machines, pinball machines, and table games, along with a bar and live entertainment.
- Emporium expects peak business hours to be 5 -11 p.m. on weekdays and 8 p.m.-1 a.m. on weekends. Staff does not anticipate an increase in parking demand compared to Champps which generated a substantial number of customers. Additionally, parking availability at City Park is assisted by Viper Alley’s transformation into a private event venue, drawing fewer customers than its former public music venue use.
- Staff believes the proposed hours of operation (5 p.m. to 2 a.m. on weekdays and 12 p.m. to 2 a.m. on weekends) are appropriate for this type of entertainment use in a commercial zone. As a reference, the 2010 Viper Alley Special Use permit allows operation until 2 a.m.
- Emporium will ensure any sound from their occasional live entertainment is contained within the building interior.
- Attached are Petitioner’s responses to the 7 Standards for Special Use for consideration by the Zoning Board. All standards must be satisfied in order for the Zoning Board to support the granting of a Special Use.

Recommendation:

Approval of a Special Use Permit to establish and operate a drinking establishment, with live entertainment.

Motion:

Having made findings based on facts covered in a Public Hearing held on April 14, 2015, the Zoning Board recommends approval to the Village Board of a Special Use Permit to establish and operate a drinking establishment, with live entertainment, in the B2 general Business District, for Emporium Arcade & Bar, located at 275 Parkway Drive within the CityPark Retail Center, as presented in a presentation packet prepared by Doug Marks, owner/operator, dated March 27, 2015, and further subject to. . . .

{Insert any additional conditions or modification desired by the Zoning Board}

Reports and Documents Attached:

- Location Map, prepared by staff.
- Zoning Code excerpt regarding drinking establishments in the B2 District.
- Emporium Arcade & Bar Presentation Packet, submitted by Doug Marks, owner/operator, dated March 27, 2015.

Meeting History	
Initial Referral to Village Board (COW):	March 23, 2015
Zoning Board Public Hearing (current):	April 14, 2015

religious uses in the O/Ic District, within an existing office/industrial building located at 625 Barclay Boulevard, subject to the Staff recommendations.

The roll call vote was as follows:

Ayes: Chairman Manion, Members Leider, Van de Kerckhove, Bichkoff, and Kalina.

Nays: None.

3.2 PUBLIC HEARING regarding a Special Use to establish and operate a drinking establishment, with live entertainment, in the B2 General Business District, at 275 Parkway Drive within the CityPark Retail Center (DDMB3 LLC/dba Emporium Lake County).

Chairman Manion recessed the Zoning Board meeting and opened the Public Hearing. **Doug and Danny Marks**, owners and operators of Emporium Arcade and Bar, were sworn in by **Chairman Manion**.

Mr. Danny Marks stated the name of the proposed business at 275 Parkway Drive is Emporium Lake County. They own two Emporium bars in Chicago. One is in Wicker Park (opened in 2012) and one is in Logan Square (opened in 2014). Both locations offer 1980's and 1990's games, pinball machines and other amusement, in addition to a full bar. Most of their customers are in the 25-45 age group. They cater to corporate groups and private parties like bachelor and birthday parties. CDW has bused their employees to their business for corporate events. Their existing locations have murals by local artists which they hope to have in Lincolnshire as well. They rarely have incidents. The Logan Square location has table games, air hockey and foosball. They also have food trucks parked inside the building in the Logan Square Emporium to provide food to their customers. Emporium does not have beer advertising or neon signs.

The Lincolnshire location is 9,800 SF. It was previously occupied by Champps Restaurant and Bar. Champps left all the equipment and furniture when they unexpectedly left the space after their parent company filed for bankruptcy. The space is very attractive to them as it is move-in ready. The Lincolnshire location would be a hybrid of their two existing locations offering video arcade machines, pinball machines, table games, live entertainment and a full bar. The business will admit patrons who are 21 or older. They also intend to have an upscale taco menu and potentially rent out the kitchen to catering businesses. They are also open with local food trucks. The proposed hours of operation are 5 p.m. to 2 a.m. Monday through Friday and 12 p.m. to 2 a.m. on Saturday and Sunday. They may adjust the hours to better meet their customer needs upon opening. Staff informed them some corporate employees in the area get off from work at 3 or 3:30 p.m.

Mr. Danny Marks stated staff contacted them last summer encouraging them to consider a Lincolnshire location after Emporium's zoning process in Vernon Hills did not result in approvals.

Economic Development Coordinator Zozulya stated the underlying zoning of the property is B2 General Business District. The zoning district permits "drinking establishments, including live entertainment" by Special Use, per a 2014 code amendment. She added a notice of the Zoning Board Public Hearing was published in the March 26, 2015, edition of the Pioneer Press, as required by Code. The Petitioner

also provided a code-required notification to adjacent property owners of record within a 250' radius of subject property. She said the Petitioner provided responses to the 7 Standards for Special Use for consideration by the Zoning Board. All standards must be satisfied in order for the Zoning Board to support the granting of a Special Use. **Economic Development Coordinator Zozulya** said staff is in support of this request.

Member Van de Kerckhove inquired about Viper Alley's hours. **Economic Development Coordinator Zozulya** stated when Viper Alley applied for their Special Use permit, they were allowed to operate until 2 a.m.

Chairman Manion stated he has concerns about parking. He believes Emporium would have more people driving in separate cars as opposed to Champps that attracted families driving together in one car.

Member Bichkoff stated parking should not be an issue as Viper Alley does only private events.

Chairman Manion asked the Petitioners whether they considered the Cubby Bear facility which is larger than the proposed space.

Economic Development Coordinator Zozulya stated the Cubby Bears building is not in Lincolnshire.

Member Kalina inquired what Emporium found appealing about a suburban location.

Mr. Danny Marks responded while locating in the suburbs is a departure from their business model, they would like to explore it. They feel Lincolnshire is ideally located providing them access to a wide group of corporate customers.

Chairman Manion sought confirmation from the Petitioner of their request to include the Special Use findings of fact into the record. **Mr. Marks** concurred.

Chairman Manion sought any comments from the audience. There being none, **Chairman Manion** closed the public hearing and reconvened the Zoning Board meeting.

There being no further comments, **Chairman Manion** sought a motion.

***Member Van de Kerckhove** moved and **Member Bichkoff** seconded a motion to recommend approval to the Village Board, based on facts covered in a Public Hearing held on April 14, 2015, of a Special Use to establish and operate a drinking establishment, with live entertainment, in the B2 General Business District, at 275 Parkway Drive within the CityPark Retail Center.*

The roll call vote was as follows:

Ayes: Chairman Manion, Members Leider, Van de Kerckhove, Bichkoff, and Kalina.

Nays: None.

- 4.0 UNFINISHED BUSINESS (None)**
- 5.0 NEW BUSINESS (None)**
- 6.0 CITIZENS COMMENTS (None)**
- 7.0 ADJOURNMENT**

**VILLAGE OF LINCOLNSHIRE
LAKE COUNTY, ILLINOIS**

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A SPECIAL USE
FOR A DRINKING ESTABLISHMENT
WITH LIVE ENTERTAINMENT
(Emporium Arcade and Bar)**

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

WHEREAS, the Village granted a special use for a planned unit development for property commonly known as “City Park” pursuant to Ordinance No. 00-1720-28 dated June 12, 2000 (the “PUD Ordinance”); and

WHEREAS, the PUD Ordinance does not distinguish the permitted and special uses allowed within City Park from the uses designated in the underlying B-2 General Business Zoning District; and

WHEREAS, drinking establishments which include live entertainment are a special use within the B-2 General Business Zoning District; and

WHEREAS, DDMB Inc., an Illinois corporation doing business as Emporium Arcade Bar (“Emporium”), has filed an application for a special use to operate a drinking establishment with live entertainment on certain premises located in City Park, as more specifically depicted on Exhibit A, attached hereto and incorporated herein (the “Premises”) (collectively, the “Special Use Application”); and

WHEREAS, the Zoning Board held a public hearing on the Special Use Application on April 14, 2015, notice of which was published in the Lincolnshire Review on March 26, 2015; and

WHEREAS, the aforesaid public hearing was held pursuant to legal notice as required by law and all persons desiring an opportunity to be heard were given an opportunity at said public hearing; and

WHEREAS, following deliberation on the evidence and testimony solicited during the public hearing and the findings presented by Emporium, the Zoning Board adopted findings of fact and approved a recommendation to the Village Board to grant the special use permit; and

WHEREAS, the Corporate Authorities have concluded that the Special Use Application, subject to and in conformance with the terms and conditions of this Ordinance, will be beneficial to the Village, will further the development of City Park and the Premises, and will otherwise enhance and promote the general welfare of the Village and the health, safety and welfare of the residents of the Village.

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

Section 1. Recitals; Findings.

A. The Mayor and Board of Trustees hereby confirm the truth and validity of the representations and recitations set forth in the foregoing recitals and do further acknowledge that they are material to this Ordinance. Such recitals are hereby incorporated into and made a part of this Ordinance as though they were fully set forth herein. The Mayor and Board of Trustees further direct that this Ordinance shall be liberally construed so that the purpose and intent represented by the recitals shall be accomplished to the greatest extent permitted by law.

B. The findings of the Zoning Board are attached hereto as Exhibit B and incorporated by reference as the findings of the Village Board to the same effect as if fully

recited herein. All references in the Zoning Board's findings are made the references of the Mayor and Board of Trustees of the Village of Lincolnshire.

Section 2. Special Use. Emporium is hereby granted a special use permit for the operation of a drinking establishment with live entertainment.

Section 3. Plan Approval. The following plan documents comprising Exhibit C, attached hereto and made a part hereof by reference, are hereby approved and all standards, requirements, designs or specifications in such exhibits shall be binding on the Premises and considered conditions of approval for this Special Use.

1. ***Presentation Packet, submitted by Douglas Marks, Emporium owner/operator, dated April 16, 2015.***

Section 4. Superseding Effect. The specific terms and conditions of this Ordinance shall prevail against other existing ordinances of the Village to the extent of any conflicts. Except for the foregoing limitation, the development of the Premises remains subject to all terms and conditions of applicable codes and ordinances of the Village of Lincolnshire including, without limitation, sign ordinances, building codes, subdivision regulations and regulations concerning the construction and design of public improvements.

Section 5. Penalties. Any person violating the terms and conditions of this Ordinance shall be subject to a penalty not exceeding Five Hundred Dollars (\$500.00) with each and every day that the violation of the Ordinance is allowed to remain in effect being deemed a complete and separate offense. In addition, the appropriate authorities of the Village may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment

of court costs and reasonable attorneys' fees. This section shall not apply to the Village of Lincolnshire, its officials, agents or employees.

Section 6. Enforcement. The Premises shall be made available for inspection by any department of the Village at all reasonable times for compliance with this Ordinance and any other applicable laws or regulations.

Section 7. Effective Date; Assent. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law, provided, however, that this Ordinance shall not take effect until a true and correct copy of this Ordinance is executed by the Owner of City Park and Emporium, or such other parties in interest as the Village may reasonably identify, consenting to and agreeing to be bound by the terms and conditions of this Ordinance. Delivery to the Village of a copy of this Ordinance, as so executed, shall take place not later than sixty (60) days after the passage and approval of this Ordinance by the Corporate Authorities or within such extension of time as may be granted by the Corporate Authorities by motion.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

PASSED this ____th day of _____, 2015, by the Corporate
Authorities of the Village of Lincolnshire on a roll call vote as follows:

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED this ____ day of _____, 2015.

Mayor

ATTEST:

Village Clerk

Published by me in pamphlet form
this ____th day of _____, 2015.

ACCEPTED:

OWNER:

VFC Properties 27, LLC,
a Delaware limited liability company

By: VFC Partners GP, LLC

By: _____

Name: _____

Its: _____

Date of Execution: _____

STATE OF ILLINOIS)
)
COUNTY OF _____) **SS.**

I, the undersigned, a Notary Public, do hereby certify that _____, who is the _____ of _____ (“Owner”), and who is personally known to me to be the same person whose name is subscribed to the foregoing Ordinance, appeared before me this day in person and acknowledged that he signed and delivered said Ordinance as his own free and voluntary act on behalf of the Owner, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this _____ day of _____ 2015.

Notary Public

EXHIBIT A
DEPICTION OF PREMISES

EXHIBIT B

SPECIAL USE FINDINGS OF FACT

EXHIBIT C
PREMISES DESIGN PLANS

4851-7682-8962, v. 2

REQUEST FOR BOARD ACTION
April 27, 2015 Committee of the Whole

Subject: Consideration and Discussion of an Agreement between the Village of Lincolnshire and the Des Plaines River Watershed Workgroup

Action Requested: Consideration and Discussion

Originated By/Contact: Robert Horne, Engineering Supervisor

Referred To: Village Board

Summary:

As a follow-up to recent actions taken by the Des Plaines River Watershed Workgroup (DRWW), the workgroup determined that a formal agreement (attached) needed to be established with all participating communities. The agreement establishes the DRWW Fund within the Lake County financial system, which allows Lake County Stormwater Management Commission to serve as the DRWW's financial agent.

Budget Impact:

As has been previously discussed with the Village Board, the Village of Lincolnshire would have an annual due of \$1,862.00. Funding required has been included in the 2015 budget year.

Service Delivery Impact:

As explained previously, participation will limit the need to increase sanitary treatment rates to Village residents and the Village will be able to take advantage of water pollutant monitoring results to utilize in National Pollutant Discharge Elimination System (NPDES) Phase II reporting.

Recommendation:

Staff recommends the Village Board place this agreement on the May 11th Consent Agenda for approval.

Reports and Documents Attached:

- Des Plaines River Watershed Workgroup Draft Agreement and Cover Memo

Meeting History	
Initial Referral to Village Board (COW):	April 27, 2015
Regular Village Board Meeting:	May 11, 2015



February 12, 2015

To: DRWW General Membership

From: Peter Kolb, DRWW President; Director - Lake County Public Works

Re: Draft Agreement for the Des Plaines River Watershed Workgroup

Attached for your review and comment is the draft Agreement that will support the organizational structure of the Des Plaines River Watershed Workgroup (DRWW). The Agreement establishes the DRWW Fund within the Lake County financial system, and allows Lake County Stormwater Management Commission to serve as the DRWW's fiscal agent. The DRWW may choose to use a different fiscal agent or another organizational structure in the future.

Changes to the Agreement will require State's Attorney's review and approval, so please take that into account when suggesting revisions (limited, but as necessary). The document is attached and will be presented for discussion and open a thirty-day member comment period, at the Annual Meeting, Thursday, February 12, 2015. It is anticipated that each member organization will sign the Agreement as a provision for membership.

If you have any questions regarding the Agreement, please contact me at 847-377-7500, or pkolb@lakecountyil.gov, Mike Warner at (847) 377-7700 or mwarner@lakecountyil.gov or Andrea Cline at (847) 377-7710 or acline@lakecountyil.gov.

DES PLAINES RIVER WATERSHED WORKGROUP AGREEMENT

This “**Agreement**” is made by and among the North Shore Water Reclamation District, various Illinois Municipal Corporations, the County of Lake, Illinois, other Units of Local Government, Not-for-Profit Corporations, and Private Parties (collectively, the “**Parties**”) as Executed per Section 6 of this Agreement along with receipt of a valid original signature page, attached as Exhibit A.

Recitals

- a) The Parties have individually and collectively determined that the Des Plaines River - Watershed Service Area “**WSA**”, generally described in the map attached as Exhibit B and made a part of this Agreement by this reference, is in need of water quality improvements and have determined that they need to join together as members of the Des Plaines River Watershed Workgroup “**DRWW**” through this Agreement to provide a comprehensive and unified effort to identify and address local and regional water quality, and stormwater related concerns and issues.
- b) After full consideration of all planning, fiscal, and other issues affecting this matter, each of the Parties has determined that it is in the best interests of its citizens, representative groups, and of the general public welfare that this Agreement be executed and implemented.
- c) To achieve these and other related objectives, the Parties desire to continue to utilize the powers and authority granted to them, individually and collectively, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; Article VII, Section 10 of the 1970 Constitution of the State of Illinois; the Local Land Resource Management Planning Act, 50 ILCS 805/1 *et seq.*; the Illinois Drainage Act, 70 ILCS 605/1 *et seq.*; and other statutory authorities, including, but not limited to, 55 ILCS 5/5-1062 *et seq.*, providing authority to the Stormwater Management Commission; the Environmental Protection Act, 415 ILCS 5 *et seq.*; The Green Infrastructure for Clean Water Act, 415 ILCS 56/1 *et seq.*; and other applicable law.
- d) The Parties have been engaged in discussions with the Illinois Environmental Protection Agency “**IEPA**” regarding the stipulations under which the DRWW would organize and effectuate water quality improvements within the WSA and regarding supporting conditions written into the IEPA permits for the Parties that are members of the DRWW.
- e) As part of the discussions between the Parties and IEPA, it is anticipated that it will be necessary to include; water quality monitoring, planning, coordination, and assistance on implementation of recommended plans, within the WSA.
- f) Water Quality recommended plans may include but are not limited to; green infrastructure practices and other operational or programmatic measures taken to reduce and eliminate IEPA identified impairments to the water bodies within the WSA.

In light of the foregoing, the Parties now agree as follows:

1. **Bylaws; Membership; Officers and Executive Board.**
 - A. Membership in the DRWW shall be governed by the DRWW bylaws, which are attached to and made a part of this Agreement as Exhibit D.
 - B. Officers of the DRWW shall be governed by the DRWW bylaws, and chosen through the process set forth in the bylaws.
 - C. The Executive Board shall be constituted as set forth in the DRWW bylaws.

2. **Funding.**

- A. In order to provide a source of funds, the Parties agree to commence the work necessary to establish and join the DRWW, consisting of the territories of the Municipal and Unincorporated Corporate Boundaries and the Publicly Owned Treatment Works service areas, attached as Exhibit B.
- B. In order to make substantive progress on the water quality improvements, the Parties must proceed expeditiously and accordingly deem it advisable to authorize their officers, employees and representatives to cooperate with each other.
- C. The DRWW shall obtain, by and through its Executive Board, the water quality monitoring, planning, engineering, management, and financial services (herein referred to collectively as "**WSA-Related Services**") as are necessary to make substantive progress on the water quality improvements. These WSA-Related Services may be adjusted by mutual agreement of the Parties from time to time.
- D. Where not otherwise provided by in-kind contributions of a Party or the Parties hereto (i.e. services that a Party provides by using its own staff and equipment without reimbursement from the DRWW), the DRWW may engage the professional or related services deemed necessary to provide the Executive Board-approved WSA-Related Services; and, the DRWW and each of the Parties agree to contribute a proportionate share of the costs associated with those WSA-Related Services, in accordance with the cost distribution shown on Exhibit C attached to and made a part of this Agreement by this reference and as described further in Paragraph 3.C. below.

3. **WSA-Related Services Cost Sharing.**

- A. WSA-Related Services. The Parties acknowledge and agree that: (i) the DRWW, by and through its Executive Board, may formally engage professional and related services to perform various aspects of the WSA-Related Services and, with consultation and advice from the DRWW Committees, the DRWW may formally engage water quality monitoring, planning, engineering, management, and financial service professionals or others to perform the WSA-Related Services; (ii) the results of the WSA-Related Services will be of common and mutual interest among the Parties, and such WSA-Related Services, to the greatest measure reasonably achievable, shall be undertaken to advance the common interest of the Parties and not in a manner adverse to any of the Parties; and (iii) the DRWW shall share with, and seek input from, the Parties, per the DRWW Bylaws, in connection with the WSA-Related Services.
- B. Payment. Subject to the terms of this Agreement, the DRWW will pay all costs relating to the WSA-Related Services.
- C. Sharing of Cost Responsibilities; Dues, Revenues and Expenses. The Parties agree that they shall share the costs associated with the WSA-Related Services based upon the dues collected per the DRWW bylaws. To that end, each Party shall deliver the dues shown on Exhibit C as its share of the costs of WSA-Related Services to the DRWW annually (on or about June 1 for existing members per terms of the DRWW annual invoice sent prior to that date; or for new members the current dues amount adopted per DRWW bylaws per this Paragraph and Paragraph 5. below), to be held in a dedicated financial fund (as described in Paragraph 3.D. below) for dues, revenues and expenses of WSA-Related Services. The amount of dues of or from each respective Party shall be as originally determined and

shown on Exhibit C, which shall be annually reviewed and may be adjusted in accordance with the DRWW bylaws.

- D. DRWW Fund. A fund (known as an “agency fund”) shall be established and maintained within the County of Lake’s financial system as a separate, special fund for the exclusive use and purposes of the DRWW. This fund shall include the necessary expense and revenue accounts matching the type of goods and services paid for and revenue sources received.
 - E. Accounting. The DRWW shall provide to the Parties (i) a quarterly report of revenues and expenditures from all DRWW financial accounts for all WSA-Related Services, and (ii) Year-end statement of revenues and expenditures, and (iii) an annual audit. WSA-Related Services shall be financially executed per DRWW bylaws.
 - F. No Liability of the DRWW. The Parties hereto agree that the DRWW shall not be liable to the other Parties, or to any individual Party, for any claim or damage of any kind whatsoever relating to the WSA-Related Services.
 - G. Coordination of the WSA-Related Services. The Parties agree that in order to effectively coordinate the various elements of the WSA-Related Services, certain elements should be allocated to various Committees consisting of officials or personnel, as the case may be, of various Parties, including the following Committees. Committee representation shall be by appointment in accordance with the DRWW bylaws and interests of the Parties to this Agreement.
 - i. Monitoring Committee: The Monitoring Committee shall oversee the monitoring program of the Workgroup and make appropriate recommendations for program revisions to the Executive Board.
 - ii. Lakes Committee: The Lakes Committee shall work collaboratively with the Lake County Health Department – Ecological Services to monitor and improve lake water quality and make appropriate recommendations for water quality program enhancements to the Executive Board.
 - iii. Impairments Committee: The Impairments Committee shall oversee the impairments program of the Workgroup and make appropriate recommendations for water quality program enhancements to the Executive Board.
 - H. Administrative Agent. The DRWW shall utilize the Lake County Stormwater Management Commission as its administrative agent for entering into contracts, making payments, receipt of dues or other revenues or grants, and for providing financial accounting and reports as may be required by this Agreement or as directed by the Executive Board.
 - I. Receipt of Other Funds. The DRWW is authorized to accept or receive any contributions, donations, and gifts from private individuals or entities, to carry out the purposes of this Agreement.
4. **Representation and Cooperation**. Each of the Parties represents that the persons executing this agreement on behalf of such Party is duly authorized to do so. The Parties agree that no Party shall have the right to compel any other Party to enter into any agreement that is not mutually acceptable. The Parties agree to meet and confer to discuss any disputes over the terms of this Agreement.
5. **Entire Understanding; Amendment**. This agreement contains the entire understanding of the Parties and the DRWW regarding cost-sharing obligations with respect to the WSA-Related Services, and all other agreements, understandings, representations, and statements, if any,

whether oral or written, are merged herein. The Parties agree that this Agreement may be amended only by a super majority of the DRWW Executive Board, and any such amendment will be deemed accepted by the signatories to this Agreement unless they submit a notice of termination, as set forth below, within 30 days of the amendment's effective date (which will ordinarily occur on the date the Executive Board approves the amendment).

6. **DRWW Formation Date, Execution by Parties, Agreement Effective Date and Renewal.** The DRWW was officially formed as of the initial adoption of the DRWW bylaws, August 26, 2014, and commencing on that date this agreement shall be considered effective. This agreement shall be executed by authorized representatives of the Parties, and each Party's membership shall become effective through execution of this Agreement and payment of dues per DRWW bylaws. This Agreement may be executed in counterparts. This Agreement shall be in full force and effect as of August 26, 2014, and shall automatically renew every five (5) years and may continue for an indefinite time until dissolution of the DRWW occurs, in accordance with Paragraph 7 hereof and the DRWW bylaws. This Agreement may be amended by acceptance and approval by a super-majority of the DRWW Executive Board.
7. **Termination by Individual Parties.** A Party to this Agreement may give notice of termination and officially end its membership through forty-five (45) days' prior written notice to the DRWW Executive Board. Any terminating Party shall be responsible for its proportionate share of the costs of Executive Board-approved WSA-related Services, approved prior to the date of its giving notice of termination.
8. **Dissolution and Return of Remaining Funds.** Upon dissolution of the DRWW pursuant to the DRWW bylaws, and only to the extent that any funds remain after payment of all costs related to completed WSA-Related Services, the remaining Parties shall be reimbursed from the remaining funds in the same proportion as their respective Contributions. The DRWW shall deliver such remaining funds to the Parties within 90 days after the dissolution of the DRWW, unless otherwise agreed by the Parties.

[SIGNATURES ON THE FOLLOWING PAGE - EXHIBIT A]

Des Plaines River Watershed Workgroup

EXHIBIT A – SIGNATURE OF MEMBER PARTIES

IN WITNESS WHEREOF, pursuant to proper authority duly granted, the Parties have set their hands and seals hereto as of the date below.

<p>_____</p> <p>Member Organization (or Self)</p> <p>_____</p> <p>Authorized Signature</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Date</p>	<p>ATTEST:</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Date</p>
<p>Contact Information:</p> <p>Address: _____</p> <p>_____</p> <p>Telephone: _____</p> <p>_____</p> <p>Facsimile: _____</p> <p>Email: _____</p>	

EXHIBIT B

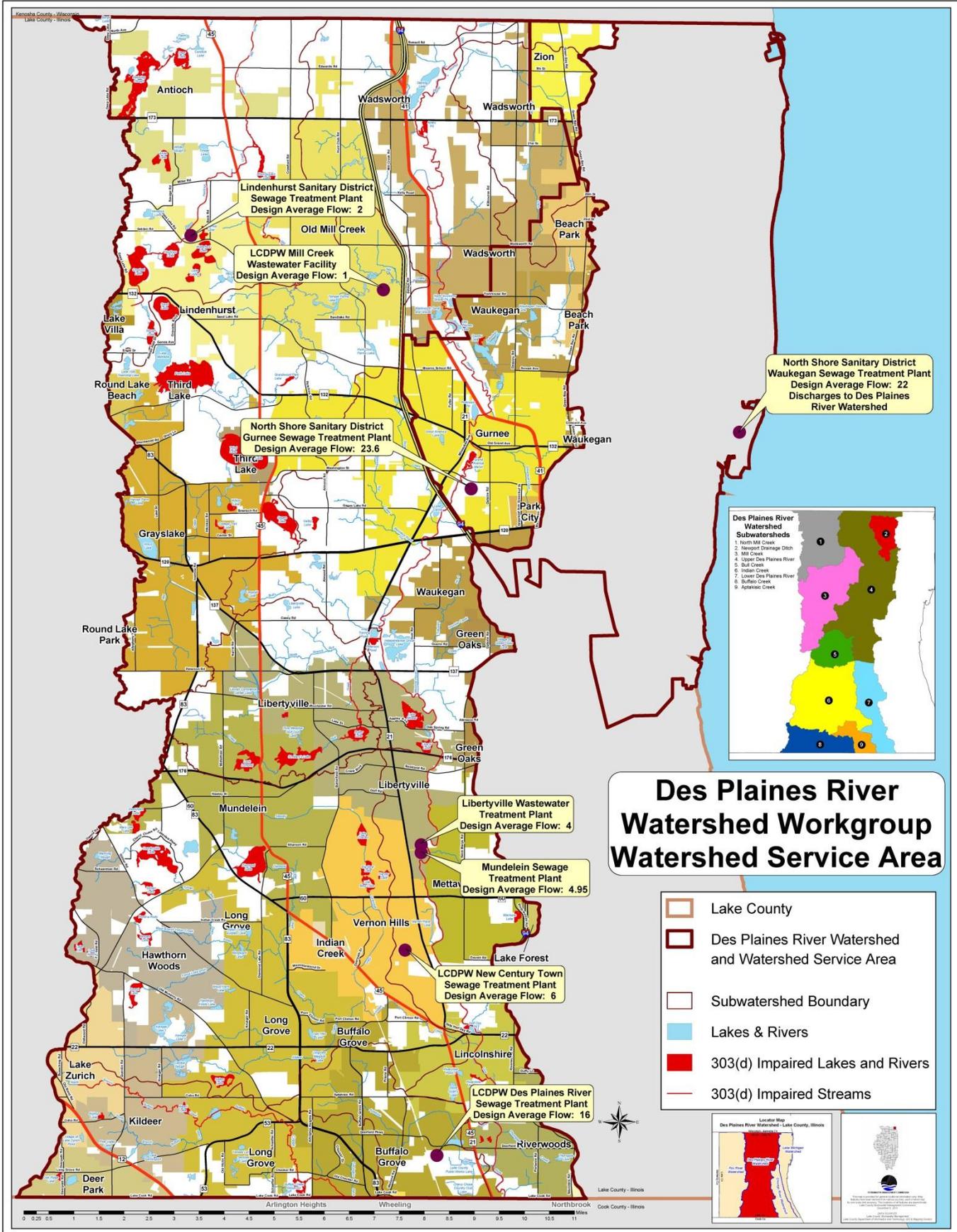


EXHIBIT C

**Des Plaines River Watershed Workgroup
Executive Board Approved Dues
August 26, 2014**

Name	Area within the Des Plaines River Watershed (acres)	Design Average Flow (MGD)	Entity Dues
Antioch	1742		\$ 1,559
Beach Park	1221		\$ 1,152
Buffalo Grove	4515		\$ 3,722
Deer Park	1188		\$ 1,127
Deerfield	40		\$ 231
Grayslake	6520		\$ 5,286
Green Oaks	746		\$ 782
Gurnee	8379		\$ 6,736
Hainesville	1		\$ 201
Hawthorn Woods	3469		\$ 2,906
Indian Creek	171		\$ 333
Kildeer	2689		\$ 2,297
Lake County	29560	24.1	\$ 83,621
Lake County Forest Preserve District	16334		\$ 12,941
Lake Forest	107		\$ 283
Lake Villa	191		\$ 349
Lake Zurich	1812		\$ 1,613
Libertyville	5601	4	\$ 14,488
Lincolnshire	2111		\$ 1,847
Lindenhurst	2865	2	\$ 7,595
Long Grove	7759		\$ 6,252
Mettawa	1599		\$ 1,447
Mundelein	5848	4.95	\$ 17,037
North Shore Sanitary District	0	45.6	\$ 83,126
Northbrook	2		\$ 202
Old Mill Creek	6298		\$ 5,112
Park City	253		\$ 397
Riverwoods	1395		\$ 1,288
Round Lake Beach	400		\$ 512
Round Lake Park	36		\$ 228
Third Lake	516		\$ 602
Vernon Hills	5025		\$ 4,120
Wadsworth	5182		\$ 4,242
Waukegan	3215		\$ 2,708
Zion	1273		\$ 1,193
Associate Members			\$200
Individual Members			\$100

Updated annually according to the DRWW bylaws.

EXHIBIT D
BYLAWS OF THE DES PLAINES RIVER WATERSHED WORKGROUP (02/12/15)

ARTICLE I - Name

The name of this organization is the Des Plaines River Watershed Workgroup of Lake County, hereinafter referred to as "DRWW" or the "Workgroup."

ARTICLE II - Mission, Goal and Objectives

Section 1. Mission. The mission of the Workgroup is to bring together a diverse coalition of stakeholders to work together to preserve and enhance water quality in the Des Plaines River and its tributaries within Lake County, Illinois.

Section 2. Goal. The goal of the Workgroup is to improve water quality in the Des Plaines River and its tributaries through monitoring, project and best practices implementation, and education and outreach that will achieve attainment of water quality standards and designated uses for the watershed.

Section 3. Objectives. The objectives of the Workgroup are:

- a. Develop and implement a watershed-based plan.
- b. Develop and implement a comprehensive monitoring program that will include chemical, physical and biological components to accurately identify the quality of the river ecosystems as well as stressors associated with non-attainment of water quality standards and designated uses.
- c. Identify point and nonpoint source pollution issues and develop and implement short-term and long-term strategies to address these issues.
- d. Develop and implement long-term viable management strategies that accurately address water quality problems identified by the monitoring program.
- e. Develop and maintain appropriate water quality models of the watersheds to assess attainment of these objectives.

ARTICLE III - Membership

Section 1. Membership in the Workgroup shall be classified as an Agency Member, an Associate Member, or an Individual Member.

Section 2. Agency Member – Any public agency holding an NPDES permit for a discharge into the Des Plaines River and its tributaries, either from a publicly owned treatment works or from a public separate storm sewer system, and the Lake County Forest Preserve District. An Agency Member shall be entitled to between four and eighteen votes at Workgroup meetings, based on dues paid according to the following tiers:

Dues Range	Number of Votes
\$0-9,999	4 votes
\$10,000-19,999	6 votes
\$20,000-29,999	8 votes
\$30,000-39,999	10 votes
\$40,000-49,999	12 votes
\$50,000-59,999	14 votes
\$60,000-69,999	16 votes
\$70,000+	18 votes

Section 3. Associate Member – An agency, organization or company interested in the mission and objectives of the Workgroup that is not eligible for membership as an Agency member. An Associate Member shall be entitled to two votes at Workgroup meetings.

Section 4. Individual Member - An individual interested in the mission, goals, and objectives of the Workgroup who is not eligible for membership as an Agency Member or Associate Member. An Individual Member is entitled to one vote at Workgroup meetings.

Section 5. Admission to any membership category will be determined by the Executive Board. Upon receipt of a written request for admission, the Executive Board may approve said membership which will become effective upon payment of the appropriate dues and will remain in effect as long as the member remains in good standing with the Workgroup.

Section 6. Each Agency and Associate Member shall designate one or more Authorized Delegate(s) to cast its votes at Workgroup meetings. The Authorized Delegate(s) may be any designated employee or officer of the Agency or **representative of an** Associate Member.

ARTICLE IV - Dues and Fiscal Year

Section 1. Annual dues are due on or before June 1 of each year. If a member fails to pay dues by August 1 or reach an agreement regarding the terms of dues with the Executive Board, the member's voting rights will be suspended.

Section 2. The annual dues for all members shall be set each year by recommendation of the Executive Board to the membership and approval by the membership at the Annual Meeting. Annual dues may consist of fees or approved in-kind services such as the provision of stream monitoring or other services by members to the Workgroup or a combination of fees and services, as determined by the Executive Board.

Section 3. Any member may withdraw from membership in the Workgroup by advising the President of its intent to do so.

Section 4. The fiscal year of the Workgroup shall commence on May 1 and conclude on the last day of April of the following calendar year.

ARTICLE V - Officers and Executive Board

Section 1. Officers. Workgroup officers shall include a President, Vice President, Treasurer, and Secretary. All officers must be the Authorized Delegate of an Agency Member.

Section 2. Executive Board. The Workgroup shall be governed by an Executive Board comprised of the four officers and the chairpersons of the three standing committees – Monitoring Committee, Impairments Committee, and Lakes Committee. Each member of the Executive Board shall be entitled to discuss and vote on matters coming before the Board. The immediate past president of the Workgroup shall be an ex-officio, nonvoting member of the Executive Board. A meeting of the Executive Board may be called upon a minimum ten days written notice by either the President or three members of the Executive Board. Four members of the Executive Board present at any meeting thereof shall constitute a quorum. A simple majority vote of a quorum shall control the policies and actions of the Executive Board.

Section 3. The President shall have general supervision of the affairs of the Workgroup and the Executive Board, shall preside at their respective meetings, and have the responsibility of hiring and supervising staff, and overseeing contracts.

Section 4. The Vice President shall act in the absence of the President.

Section 5. The Treasurer, or his designee, shall receive and deposit all Workgroup monies, pay all bills approved by the Executive Board, and be responsible for all banking and reporting requirements to state and federal agencies.

Section 6. The Secretary, or his designee, shall maintain the records of the Workgroup, keep and distribute minutes and records of attendance of all meetings, and distribute all Workgroup notices and make a report to the membership of all such activities at the Annual Meeting.

Section 7. The President shall serve as the principal spokesperson for the Workgroup and shall represent DRWW in discussions of mutual concern with governmental agencies or associations.

Section 8. The Executive Board shall have the authority to enter into contracts and make payments for products and services reflected in the annual budget and to enter into agreements for grant funding for Workgroup purposes.

Section 9. Together the President and the Treasurer shall have the authority to make payments up to \$5,000 for goods and services that are within the approved annual budget.

Section 10. Workgroup actions shall be decided by consensus at Workgroup meetings whenever feasible. The Executive Board may authorize expenditures less than \$10,000 which are an emergency and cannot be delayed for review at a Workgroup meeting.

ARTICLE VI - Elections and Terms of Office

Section 1. The Executive Board shall nominate individuals for the offices of President, Vice President, Treasurer, and Secretary positions. The Executive Board shall attempt to nominate individuals as officers who represent a cross section of Workgroup members. Prior to January 1 of each year, the President shall send to the membership a complete list of officer nominees and a copy of the proposed budget and proposed dues for the next fiscal year.

Section 2. Petition(s) presenting additional nominees for Workgroup officers may be submitted to the Executive Board by Workgroup members no later than December 1 of each year. A petition must contain the signatures of Workgroup members representing a minimum of three Agency Members and each nominee's signature.

Section 3. Election of Workgroup officers shall occur during the Annual Meeting each year. Only the names of the individuals who have been nominated according to the procedures described herein will be considered, and no nominations shall be permitted from the floor.

Section 4. The President, Vice President, Treasurer, and Secretary shall be elected to two year terms, beginning at the close of each Annual Meeting.

Section 5. No one shall be eligible to serve as President until he or she has been a member of the Executive Board for one year, except the first year of the Workgroup.

Section 6. ***Board members may resign by submitting a letter to the President. If a Board Member's employment or group representation changes, their representation on the Board shall be reviewed by the Executive Committee.*** Vacancies shall be filled by appointment of the Executive Board until a successor is duly elected at the next Annual Meeting.

Section 7. The first election of the Executive Board shall take place at the next meeting after the bylaws have been adopted. Nominations for positions on the Executive Board shall be submitted to the Leadership Committee as described in Section 2.

ARTICLE VII - Workgroup Meetings

Section 1. Workgroup meetings shall be held as needed but at least quarterly. Notice of Workgroup meetings and proposed meeting agendas will be provided to all Workgroup members at least seven days prior to the meeting.

Section 2. An Annual Meeting of DRWW shall be held each February at a time and location to be determined by the Executive Board.

Section 3. Special Meetings of Workgroup members may be called by the President or the Executive Board or upon the written request of Workgroup members representing 25% addressed to the President or Executive Board.

Section 4. All meetings of the Workgroup shall be held within the watershed.

Section 5. Each Authorized Delegate and Individual member of the Workgroup shall be entitled to vote at Workgroup meetings.

Section 6. In the event an Authorized Delegate or Individual Member is unable to attend any Workgroup meeting, said member may designate, in writing, a proxy to cast the Member's vote(s) at a Workgroup meeting.

Section 7. At any Workgroup meeting, the presence of Workgroup members representing 25%, either in person or by proxy, shall constitute a quorum. A simple majority vote of a quorum of the Workgroup shall control the policies and actions of the Workgroup.

Section 8. The Workgroup shall maintain an informal atmosphere to ensure maximum participation of all members. However, to insure orderly procedure, Robert's Rules of Order may be invoked at any DRWW meetings.

ARTICLE VIII - Committees

Section 1. The Workgroup shall have three standing committees – Monitoring Committee, Impairments Committee, Lakes Committee. The Executive Board may appoint such other committees as are necessary.

Section 2. The Monitoring Committee shall oversee the monitoring program of the Workgroup and make appropriate recommendations for program revisions to the Executive Board.

Section 3. The Impairments Committee shall oversee the impairments program of the Workgroup and make appropriate recommendations for program revisions to the Executive Board.

Section 4. The Lakes Committee shall work collaboratively with the Lake County Health Department – Ecological Services to monitor and improve lake water quality.

Section 5. The President shall appoint the chairperson for all DRWW committees. The President shall attempt to appoint individuals as committee chairpersons who represent a cross section of Workgroup members. Each committee chairperson shall submit to the President a list of committee members. DRWW committee members may include any Workgroup member.

Section 6. The term of office of the chairperson of any DRWW committee shall be one year.

ARTICLE IX - Amendments

Any revision to the Bylaws shall be submitted to the Executive Board for their review. After the review by the Executive Board, it shall be submitted to the membership 30 days prior to the Annual Meeting for a 30 day review ***and comment*** period. ~~A 2/3 majority of the votes cast at the Annual Meeting is required for adoption.~~ Any revision so approved is effective immediately ***after the comment and review period and with approval of a super-majority at a following Executive Board meeting.***

Article X - DISSOLUTION

A motion to dissolve the Workgroup may be made by any Authorized Delegate at a regularly scheduled meeting at which a quorum is present. Upon receiving a proper second to the motion, the President shall defer action on the motion until the next regularly scheduled meeting of the Workgroup. All members shall be notified by mail of the pending motion to dissolve. At the next regularly scheduled meeting, the President shall, after discussion, call for a roll call vote on the motion to dissolve, which shall require the affirmative vote of 2/3 of all Workgroup member votes.

~~Upon dissolution of the corporation, the Executive Board shall, after paying or making provision for the payment of all of the liabilities of the Workgroup, liquidate the assets of the Workgroup and distribute all proceeds to organization(s) that are qualified as tax-exempt organizations under the Internal Revenue Code and that have objectives and missions similar to the Workgroup.~~

**REQUEST FOR BOARD ACTION
April 27, 2015 Committee of the Whole Meeting**

Subject: Engineering Services Contract with Gewalt Hamilton Associates, Inc. Associated with the Illinois Transportation Enhancement Project

Action Requested: Consideration and Discussion of a Professional Services Agreement with Gewalt Hamilton Associates, Inc. for Phase I and II Services for Stage 2 Improvements for the Illinois Transportation Enhancement Program (ITEP) Grant Project in an Amount Not to Exceed \$47,000 (Village of Lincolnshire)

Originated By: Robert Horne, Engineering Supervisor

Referred To: Village Board

Summary / Background:

As part of the Village's Illinois Transportation Enhancement Program (ITEP) Grant, please find the attached Phase I and II engineering proposal provided by Gewalt Hamilton Associates, Inc. (GHA). This proposal relates to the preliminary and construction design engineering services needed for the Stage 2 project discussed at the March 9th Committee of the Whole meeting.

As discussed during that meeting, GHA is the Village's engineer for the all 3 engineering phases of the Stage 1 project. They have attended preliminary meetings with Staff to address Village Board comments raised during the ITEP project presentation at the March 9th meeting. Additionally, they have secured 3D Design to assist in the landscaping design components required of the Stage 2 project.

Budget Impact:

Staff included \$236,000 in the 2015 General Capital Budget to fund this Stage of the ITEP project. The completion of this work will increase long range corridor maintenance costs, due to plantings, mulching, weeding etc. activities proposed as part of this project. Staff's preliminary cost estimate is approximately \$3,500 annually. However, Staff is meeting with a contractor to establish a more firm number for Board review during budget discussions. As a reminder, Phase I and II engineering services do not qualify for ITEP funding.

The table below provides the Board with the total potential costs associated with engineering facet of the Phase I and II engineering for the Stage 2 project:

	2015 Project Budget	\$236,000.00
Engineering Costs		
Engineering – Gewalt Hamilton		\$39,575.00
Landscape Design – 3D Design		\$ 7,425.00
	TOTAL	<u>\$47,000.00</u>
Funds available for Construction Contract		\$189,000.00

As was discussed during the April 14th Village Board meeting, the proposed schedule the Stage 2 project is such that a substantial portion of the project will likely not be performed until next budget year. Staff will be able to provide information on any necessary additional funding during the budget preparation process.

Recommendation:

Staff recommends the Village Board place the attached Agreement with Gewalt Hamilton Associates, Inc. on the May 11, 2015, Consent Agenda for approval.

Reports and Documents Attached:

- Copy – GHA Proposal No. 2014./T194
- Exhibit C – Project Location Map (*from previous Board Meeting*)

Meeting History	
Committee of the Whole Meeting	April 27, 2015
Regular Village Board Meeting	May 11, 2015

April 6, 2015

Mr. Robert Horne
Assistant Director of Public Works / Engineering Supervisor
One Olde Half Day Road
Lincolnshire, IL 60069

Re: Phase I & II Engineering Services
Stage 2 Improvements – ITEP Funds
Village of Lincolnshire
GHA Proposal No. 2014.T194

Dear Mr. Horne:

Please review the attached proposal. Please contact me should you have any questions or if you would like to request any revisions. We look forward to assisting you with this project.

Sincerely,
Gewalt Hamilton Associates, Inc.



Todd P. Gordon, P.E.
Senior Engineer

Encl.: GHA Proposal No. 2014.T194

Village of Lincolnshire (Client), One Olde Half Day Road, Lincolnshire, IL 60069 and Gewalt Hamilton Associates, Inc. (GHA), 650 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Project Understanding

The following presents a scope of services for the Phase I and Phase II design engineering for Stage 2 ITEP Improvements as outlined below:

As Illinois Transportation Enhancement Program (ITEP) funds will be utilized for construction, a Phase I engineering study and Phase II final design in accordance with Illinois Department of Transportation (IDOT) procedures for Federal Aid Projects will be required.

It is our understanding that the project generally consists of the following:

- Tree removal, clearing and grading the north side of Olde Half Day Road between just east of the Village Green and approximately 650 feet west of the Des Plaines River.
- Design of a mid-block crossing
- Path relocation
- Electrical access with pedestrian lighting
- Restoration Landscaping
- Site furnishings
- Wayfinding signage

We understand the Village's desire is to have this project let in the fall of 2015. However, even though proceeding with Phase I and Phase II engineering simultaneously, the detailed requirements and review schedule associated with IDOT BLRS processing suggests that a spring of 2016 construction schedule is more realistic.

The following Scope of Services has been divided into two sections:

1. Phase I Engineering, or Preliminary Engineering which culminates in the completion and submittal of the Project Development Report (PDR) and receipt of Design Approval (DA) for the project. Phase I Engineering determines the basic scope and constructability of the project while ensuring all the Environmental (e.g. Biological, Cultural, and Special Waste) conditions are addressed.
2. Phase II Engineering, which typically does not commence until completion of Phase I or receipt of Design Approval for the project. As the Village intends to utilize local funds for Phase I and Phase II, it is possible to get a "head start" on Phase II Engineering documents once some of the basic concepts and constraints are understood. In addition to coordinating and finalizing details of design identified in Phase I, Phase II culminates in receipt of approval of the contract plans and specifications, as well as a detailed Engineer's Estimate of Cost (e.g. Pre-Final and Final PS&E) submittals necessary for getting the project let.

II. Scope of Services

PHASE I - PRELIMINARY ENGINEERING

A. Project Initiation, Coordination & Data Collection

Coordination is a large part of any Phase I Engineering Study. GHA will coordinate with Federal, State, and local agencies throughout the duration of the project. It is assumed that as studies and analyses achieve closure on design and environmental issues, the project will be presented at an FHWA/IDOT BDE coordination meeting. The following tasks are anticipated during this phase of the project:

1. Coordination with the Village of Lincolnshire
Representatives from GHA will attend an initial kick-off meeting with the Village of Lincolnshire. GHA will prepare meeting minutes and distribute to all attendees.
2. Coordination with Illinois Department of Transportation (IDOT)
Representatives from GHA will attend separate kick-off meetings with the IDOT Bureau of Local Roads and Streets (BLRS) and Village staff. GHA will prepare meeting minutes and distribute to all attendees. While it may be possible to combine the kick-off meetings, we have allowed for attendance at separate kick off meetings for each phase of engineering.
3. Coordination with Federal Highway Administration (FHWA)
GHA will attend a FHWA/IDOT BDE coordination meeting with the FHWA and IDOT. GHA will prepare meeting minutes and distribute to all attendees.
4. Coordination with the Lake County Forest Preserve District (LCFPD)
Representatives from GHA will attend a coordination meeting with the LCFPD for proposed improvements adjoining their property. GHA will prepare meeting minutes and distribute to all attendees.
5. Coordination with Utility Agencies
GHA will coordinate with local utility agencies through the JULIE Design Stage process. Limits of the project will be provided to the utility companies and requests for atlas information will be made. Upon receipt of utility information, the utility company data will be added to the existing drawings.

As the preliminary plans are developed, they will be submitted to the respective utility companies within the project limits for the purpose of determining any potential conflicts caused by the proposed improvements.

6. Data Collection
GHA will request available historical data and information (e.g. engineering plans, subdivision plans, easement plats, drainage reports, as-built plans, utility atlases, roadway plans, tax maps, USGS maps, Lake County Wetland Inventory Map, FEMA maps, etc.) from the above mentioned agencies during the coordination process.

B. Project Administration & Meetings

1. Public Meetings
Depending upon the processing requirements and at the discretion of the Village of Lincolnshire, GHA will attend one (1) public meeting. The meeting will include a presentation of existing conditions and provide anticipated project alternatives, such as proposed pathway relocations, landscaping, drainage, lighting, irrigation and other issues pertinent to design and construction of the project. For the meeting, GHA will provide the following services:

- a. Prepare displays, exhibits and handouts if needed;
- b. Attend meeting; and
- c. Summarize public comments.

Public Meeting man-hours have not been included to the fee. If it is determined that public meeting are required GHA can provide as an additional fee.

2. Preparation & Submittal of Reports

GHA will submit the pre-final reports and documents to the Village for review. Additionally, we will submit various reports and preliminary plans to the corresponding agencies as directed by the Village. All final plans and reports (e.g. Phase I Engineering Report, Final Engineering Plans, Special Provisions, etc.) will be provided to the Village in hard copy and electronic format.

C. Topographic Survey, ROW Survey & Base Plan Preparation

1. Topographic Survey

GHA will prepare a complete existing conditions topographic survey and ROW survey for the project limits in accordance with the Village of Lincolnshire and IDOT standards. This work will be performed according to the standards and requirements detailed in the IDOT Survey Manual (see Table 3 of Chapter II, Section II, page 2-8 for Second Order, Class II surveys). Horizontal coordinates shall be referenced to the State Plane Coordinate System, Illinois East Zone, NAD83 adjustment. Vertical elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88). All units shall be U.S. Survey feet and decimal parts thereof. Topographic and ROW survey limits will encompass approximately 2,300 lineal feet of roadway along Olde Half Day Road, beginning at just east of Village Green and terminating at approximately 650 feet west of the Des Plaines river.

2. The topographic survey will include the following:

- a. Prepare a topographic and cross-section survey of the roadways meeting IDOT standards for Design Surveys (Chapter 3 of the IDOT Survey Manual);
- b. Coordinate with private utility companies to obtain the most recent copies of available atlases for inclusion into our survey, and to confirm JULIE locations;
- c. Include the location, size and inverts of all visible drainage structures, cross culverts, drive and street culvert structures with flow directions;
- d. Identify all visible/substantial site improvements including pavement, pavement markings, driveways, fences, walls, buildings, sidewalks, traffic signals, etc.;
- e. Identify the location and size of vegetation and landscaping elements, including tagging and locating all trees 6" and greater caliber; and
- f. Identify the visible utilities, sanitary and storm manholes, catch basins, inlets and water valves (Design JULIE) in the project area.

3. Right of Way Research and Survey

- a. Obtain existing plats;
- b. Survey and establish the roadway centerlines based on recovered monumentation and research of available plats and property records;

- c. Locate and survey the existing property monumentation in the project area and confirm the position of the property lines within the project limits; and
- 4. Base Plan Preparation
 - a. Establish alignment and stationing of roadways based on record information and field surveys, and develop alignment and stationing for intersecting streets;

D. Preliminary Design

GHA will prepare all necessary planning documents according to the requirements for federally funded projects.

1. Preliminary Plans

This task will include the preparation of a Preliminary Site Plan, Typical Details, and Cross-Section Sheets. GHA will prepare preliminary engineering documents that will be submitted to the Village of Lincolnshire for review and comment. The drawings shall be full size (22" x 34"), fully legible when reduced to 1/2 size (11" x 17"), and will contain the following information:

- a. Existing conditions;
 - b. Preliminary Site Plan;
 - c. Existing right-of-way and individual lot property lines;
 - d. Approximate location of existing and proposed utilities;
 - e. Landscaping restoration; 3D Design Studio will be a sub-consultant to GHA and will be preparing the preliminary and final design plans for the landscaping restoration portion of the project.
 - f. Preliminary Pedestrian Lighting Plan
- ##### 2. Traffic Control and Construction Phasing
- A Maintenance of Traffic (MOT)/ Implementation Plan will be developed for the construction portion of the project. The MOT Plan will include an efficient strategy for constructing the new improvements while minimizing operational impacts, residential impacts, and pedestrian conflicts. We will review construction staging for storage of construction equipment and materials with the preparation of the MOT Plan.

E. Phase I Engineering Submittal

GHA will complete the Phase I Engineering in accordance with the latest IDOT guidelines for a federally funded project. It is anticipated, given the scope of work, that the project will be processed as a Categorical Exclusion Type –I (without report) using the single page BLR Form 19100.

1. Project Development Report

GHA will prepare Phase I Engineering in accordance with the procedures outlined in the BDE Manual. GHA will attend the IDOT Kick-Off Meeting for the determination on the processing of the Phase I Engineering submittal. Based on how Stage I Engineering was processed as a CE I (without report) BLR form 19100, we are anticipating that Stage II Engineering will proceed in the same manner.

2. Plans and Documentation

GHA will compile existing maps, plans, and other existing documents describing the proposed area and conditions. We will identify the purpose and guidelines that will be used for the proposed improvements, as well as describe the type of work to be accomplished by this

project and items affecting improvements. GHA will identify any proposed elements which do not meet design guidelines, and provide a description of variances with appropriate justification. As processed with Stage 1, we would anticipate that Stage 2 would proceed in the same manner and seek approval from the BLRS to process this project as locally let. If it is determined that the Stage 2 improvements are to bid on the State Letting schedule, GHA may require an additional fee for processing.

PHASE II - FINAL ENGINEERING

A. Pre-Final Plans

Once preliminary plans and concepts are sufficiently developed, typically with submittal of the initial Phase I Engineering submittal, GHA will proceed with the continued development of Pre-Final Plans, specifications, and a Pre-Final Estimate of Cost. The Pre-Final design documents will be based upon the approved Phase I plans and approved design variances.

B. Final Plans, Specifications & Estimate

After comments for the Pre-Final contract documents have been received from all agencies, GHA will finalize the Plans, Specifications and Estimate (PS&E) documents and submit to the appropriate agencies for final approval.

1. Final Engineering Plans

Plans will include the following: Title Sheet, Schedule of Quantities, Summary of Quantities, General Notes, Traffic Maintenance and Sheets, Erosion Control Sheets, Signage Sheets, Landscaping Sheets, Lighting Plan Sheets, and Details for Construction. Roadway cross-sections taken at 25-foot intervals will also be included. The plans will be prepared in a format accepted by IDOT and in accordance with the Federal Highway Administration procedures and design criteria.

2. Special Provisions Booklet

The Special Provisions booklet for the overall project will be prepared in accordance with the IDOT and the Federal Highway Administration procedures and criteria.

3. Quantity Calculations

GHA will prepare detailed quantity calculations. We will prepare separate schedules of quantities and pay items based on the governmental agency responsible for the respective improvements.

4. Engineer's Opinion of Probable Cost

GHA will prepare a detailed engineer's opinion of probable construction cost based upon the completed final engineering plans

III. Services not Included:

The following are **not** included in the Scope of Services:

1. Boundary surveys of individual parcels
2. Right-of-way (ROW) and/or easement acquisition
3. Plat of Highway preparation of any ROW and/or easements or dedication documents
4. LCFPD documentation/lease agreements
5. Preparation of 4(f) documentation for Phase I

6. Tree condition surveys
7. Wetland permitting and wetland mitigation
8. Permit fees and review fees;
9. Attendance at or preparation for meetings or public hearings beyond those identified in the scope of services;
10. Plan revisions made necessary due to the discovery of environmental issues;
11. Gas, electric, telephone, or other public utility service design;
12. Location Drainage Study or Technical Drainage Memo
13. Retaining wall design or other design requiring the services of a structural engineer; and
14. Bidding or negotiation services;
15. Construction phase services, including staking and construction inspection.

IV. Project Timeline

We understand that the Village seeks an ambitious schedule for this project. The Village's desire is to construct the project in the fall of 2015. However, even though proceeding with Phase I and Phase II engineering simultaneously, the detailed requirements and review schedule associated with IDOT BLRS processing suggests that a summer of fall of 2016 construction schedule is more realistic. We will make every reasonable effort to ensure that project milestones and deadlines are met, as identified by the Village. GHA is not responsible for delays caused by reviewing agencies.

V. Key Personnel

Mr. Todd P. Gordon, P.E. will serve as the Project Manager and will be the main point of contact for the duration of the project. Additional professional and technical staff will provide support as needed.

VI. Compensation for Services

Based upon the scope of services noted above, GHA proposes an estimated lump sum fee:

GHA Services:	\$ 39,575.00
3D Design Studio Services:	<u>\$ 7,425.00</u>
Total:	\$ 47,000.00

For any additional services beyond those outlined in *Section II: Scope of Services*, the Client shall agree to scope of services and additional fee to complete prior to proceeding with the additional services.

Invoices will be submitted on a monthly basis and will detail services performed. Please see *Attachment A*, which is attached hereto and is incorporated herein for the General Provision of this Professional Services Agreement.

VII. General Conditions of this Agreement

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering

and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

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 GHA. GHA'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 GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

GHA shall not have control of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for job site safety measures. Such control is the sole responsibility of the Client's contractor.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and Attachment A, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

By signing below you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.

Village of Lincolnshire

Todd P. Gordon, P.E.
Associate/Senior Engineer

Brad Burke
Village Manager

Date: _____

Encl.: Attachment A

**ATTACHMENT A TO GEWALT HAMILTON ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT**

1. Standard of Care. The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonably performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time when and the place where the services are provided.

2. Duration of Proposal. The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement as provided for herein.

3. Client Information. Client shall provide GHA will all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultants, contractors and subcontractors, without independently verifying that information.

4. Payment. Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days of the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. The provision for the payment of interest shall not be construed as authorization to pay late. Failure of the Client to make payments when due shall, in GHA's sole discretion, be cause for suspension of services without breach or termination of this agreement. Upon notification by GHA of suspension of services, Client shall pay in full all outstanding invoices within 7 calendar days. Client's failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitations, attorney's fees and costs. GHA shall have no liability for any claims or damages arising from either suspension or termination of this Agreement due to Client's breach. The Client's obligation to pay for GHA's services is in no way dependent upon the Client's ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's completion of the project.

5. Instruments of Service. The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or electronic data, are instruments of service. GHA shall retain ownership rights over all original documents and instruments of service. All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficiencies, errors, or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Services. Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made any modifications to the instruments of service without the prior written authorization of GHA. The Client waives all claims against GHA arising from any reuse or modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys' fees, arising from the unauthorized reuse or modification of the instruments of service by any person or entity. The parties agree that if elements of the Scope of Basic Services identified in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims and damages arising from those reduced and/or eliminated services. If GHA's Scope of Basic Services does not include construction administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, and waives all claims against GHA for any act, omission or event connected thereto. Unless included in GHA's Scope of Basic Services, GHA shall not be liable for coordination with of the services of Client's other design professionals.

6. Electronic Files. The Client acknowledges that differences may exist between the electronic files delivered and the printed instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GHA uses and will follow GHA's standard formatting unless the Scope of Basic Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

7. Applicable Codes. The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretations of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA's completes its instruments of service.

8. Utilities and Soils. When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is solely responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agrees GHA is not liable for damages resulting from utility conflicts, mistaken utility locates, unfavorable soils, and concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.

9. Opinion of Probable Construction Costs. GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction costs,

10. Contractor's Work. Client agrees that GHA does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work, or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety, and warrants that this intent shall be included in the Client's agreement with all prime contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on the Contractor's and subcontractors' general liability insurance policy. Client warrants that this intent shall be included in the Client's agreement with all prime contractors. If the responsible prime contractor's agreement fails to comply with the Client's intent, then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.

11. Contractor Submittals. Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA's consideration of a component does not constitute acceptance of an assembled item.

12. Hazardous Materials. Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

13. Record Drawings. If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

14. Disputes. Client agrees to limit GHA's total aggregate liability to the Client for GHA's alleged acts, errors or omissions to \$50,000 or the amount of GHA's paid fees for its services on the project, whichever is greater. GHA makes no guarantees or warranties, either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all claims against the other for any and all consequential damages, including attorneys' fees. The parties agree to waive against each other all rights and claims otherwise covered by property insurance, by builder's risk insurance or by all risk insurance, including but not limited to subrogation rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law shall be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA's owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

15. Miscellaneous. Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.



February 20, 2015

James Deferville
Gewalt Hamilton Associates
625 Forest Edge Drive
Vernon Hills, IL 60061

RE: LINCOLNSHIRE STREETScape PROPOSAL

Dear Jim,

I would like to thank you for the opportunity to submit this proposal to work with you and Gewalt Hamilton Associates on developing a concept for renovating Streetscape for portions of Olde Half Day Road and Illinois Route 22 in Lincolnshire. Following is our proposed approach and Scope of Services:

SCOPE OF SERVICES

I. KICK-OFF MEETING & SCHEMATIC DESIGN

- A. Attend a Kick-Off Meeting with the Forest Preserve to discuss the project goals and objectives and understand opportunities and constraints with the Forest Preserve.
- B. Visit site to photograph existing conditions and tag plant materials to remain for surveying purposes.
- C. Upon completion of surveying, obtain an AutoCad base file for the site.
- D. Prepare a preliminary site landscape design that incorporates planting beds, lighting locations, site furnishings and new path alignment recommendations.
- E. Prepare a preliminary estimate of probable cost for the site improvements.
- F. Meet with GHA, Village staff and FPD to review the concepts and cost estimate.

II. DESIGN DEVELOPMENT & FINAL DESIGN

- A. Refine the design based on comments by the Village staff into a final landscape plan. Review and revise the estimate of probable cost.
- B. Prepare a plant list, construction details and sections to review specifics of the design. Meet with Village staff and FPD to review the revised design and cost estimates.
- C. Make any final refinements necessary and prepare for an updated presentation to Village Board. Create a PowerPoint presentation to show the specifics of the project, including the site furnishings and installation details necessary for

communicating the design. Prepare at least three digital image renderings to communicate in photo-realistic images representing how the finished design will appear.

- G. Make revisions as appropriate and update the costs for inclusion in Village Board packets. Prepare color rendered plans, sections and digital image renderings as appropriate for presentation. Prepare a PowerPoint presentation file.
- H. Attend a Village Board Meeting and present the final design plan, images and Estimate of Probable Costs.

PROFESSIONAL FEES

Our services will be performed on Lump Sum basis as outlined below:

I.	Kick-Off Meeting & Schematic Design	\$	3,275.00
II.	Design Development & Final Design:	\$	4,150.00
	Professional Fees Total:	\$	7,425.00

ADDITIONAL SERVICES

Where additional meetings, presentation of our plans, or additional design services, are requested, this work shall be performed on an hourly basis at the rates listed below, or under a separate agreement. The hourly rates are as follows:

Principal	\$145.00	Landscape Architect I	\$105.00
Landscape Architect II	\$125.00	Support Staff	\$ 85.00

INVOICING

Invoicing will be presented monthly for work completed during that month. Payment is to be made within 30 days of the date of the invoice.

REIMBURSABLE EXPENSES

Reimbursable expenses include in and out of house expenses as follows, and will be included in the regular monthly invoicing or invoiced separately as incurred:

- AutoCAD Plots and Large Format Reproductions (black and white and/or color), including those for design alternatives, in-house or Client review, color renderings and "Kit-of-Parts" presentation boards, Bid Drawings and Construction Drawings.
- Photocopies (black and white and/or color), including those for presentation booklets, Project Manuals and Contract Documents.
- Photography including film, developing, enlargements, slides and digital photos for meetings and presentations.
- Presentation materials including rendering supplies, foam core, laminating supplies and GBC binding.

- Postage and Delivery including Priority mail, overnight shipments and courier services.
- Mileage to and from meetings at the current IRS mileage rate.

SPECIAL CONDITIONS

Gewalt Hamilton Associates (GHA) agrees to waive all claims and liability against 3D Design Studio in the event that the GHA executes the work without 3D Design Studio contracted to observe and document the construction activities. GHA accepts the responsibility for the accuracy of the base information provided for the purposes of developing the Landscape Plan. Should a problem arise from any inaccuracy of the base information, 3D Design Studio will assist in correcting the situation, but will be compensated hourly for additional time that may be required. Fees for special submittal coordination and/or meetings with non-Village agencies like Common Wealth Edison or Lake County Storm water are not contained within this proposal.

GHA acknowledges that there are no Architectural or Structural Engineering fees associated with the Services outlined in this proposal.

I would like to thank you again for the opportunity to submit this proposal to work with you and the Gewalt Hamilton Associates on the Lincolnshire Streetscape Project. I look forward to hearing from you regarding this proposal, and to scheduling our Kick-Off Meeting!

Very Truly Yours,

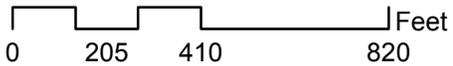
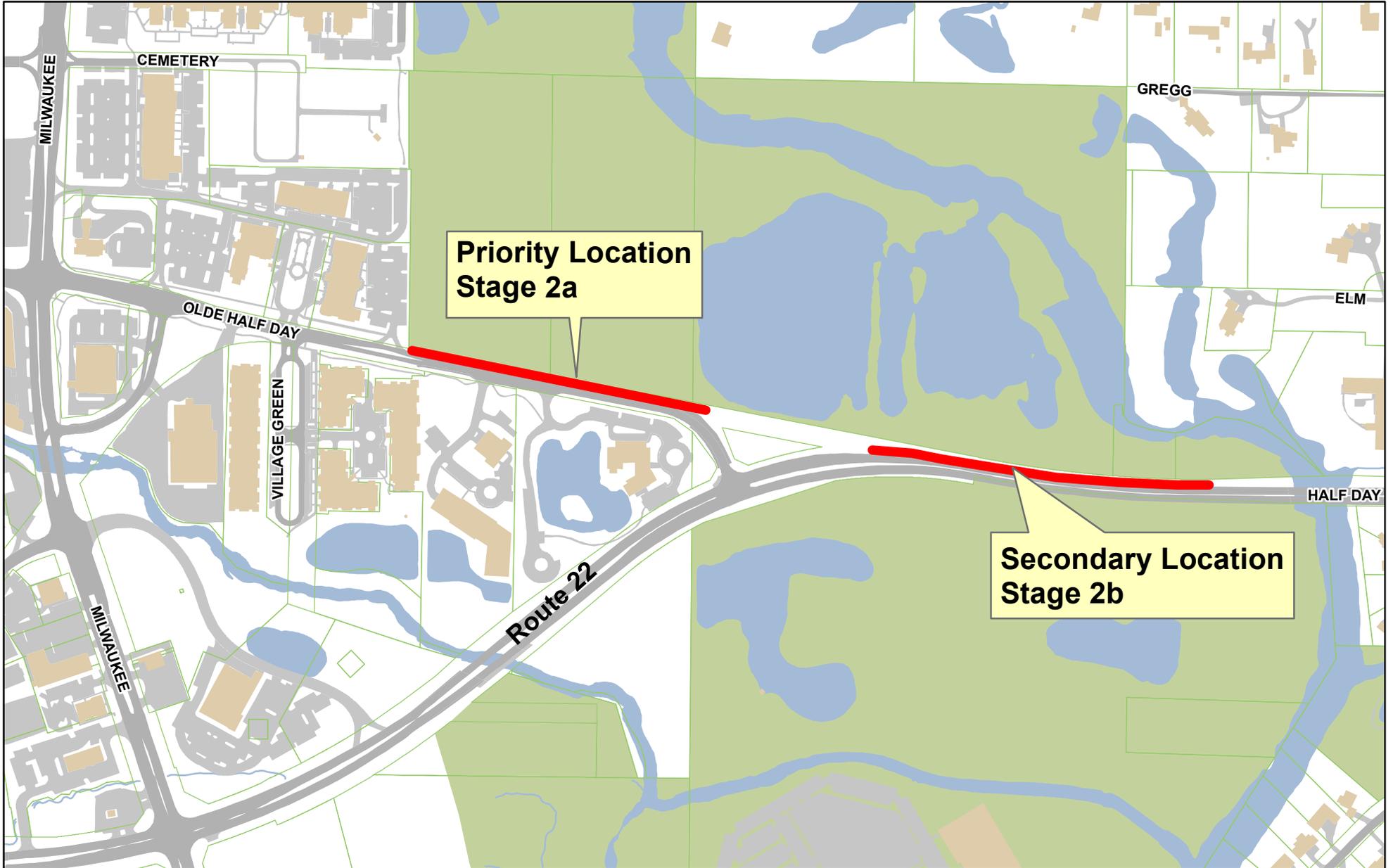


Daniel D. Dalziel, RLA, ASLA
Principal

Proposal Acceptance:

Signature of Authorized Representative of Gewalt Hamilton Associates

Dated this _____ day of _____, 20_____



REQUEST FOR BOARD ACTION
April 27, 2015 Committee of the Whole

Subject: Rejection of a Bid from Globe Construction, Addison, IL, for the 2015 PCC Sidewalk and Curb and Gutter Removal and Replacement Project

Action Requested: Consideration and Discussion

Originated By/Contact: Robert Horne, Engineering Supervisor

Referred To: Village Board

Summary / Background:

As part of a joint bid opportunity, the Village of Lincolnshire opened one bid for this project on April 7, 2015. As a result of discussions with the Cities of Lake Forest and Highland Park, Staff recommends rejecting the bid received from low (only) bidder, Globe Construction, in the amount of 162,215.00 to perform various concrete improvements throughout the partnering communities. Staff believes the low bidder turn-out is due to an attempt to expedite the project to meet all community schedules and the limited audience of the Village's typical advertising publication.

Shortly after the bid results were received a similarly planned partnering project between the Village of Lake Bluff and the City of Lake Forest was contemplated by the two communities. As a result, Lake Forest has also elected to not participate in this partnering opportunity. Therefore, Staff has prepared new bid documentation that eliminates the City of Lake Forest's quantities and specifications. The revised project has already been re-advertised in the local newspaper, the Bid Tool website, and sent to numerous area contractors. Additionally, bid notices have been sent to known area concrete contractors. As a result, the new bid opening date of Tuesday, April 28, 2015, should produce a more competitive bid environment.

Staff would like to thank Globe Construction for their bid and has encouraged them to resubmit a bid proposal for both partnering projects.

Budget Impact:

None.

Recommendation:

Staff requests that as part of the May 11th Consent Agenda, the Village Board reject all bids for the 2015 PCC Sidewalk and Curb and Gutter Removal and Replacement Project.

Reports and Documents Attached:

- Bid Tabulation

Meeting History	
Initial Referral to Village Board (COW):	April 27, 2015
Regular Village Board Meeting:	May 11, 2015

Village of Lincolnshire Department of Public Works Bid Tabulation

Project: 2015 Concrete Sidewalk Curb and Gutter Repair Program (Flatwork)

Date: April 7, 2015 10:00 am

Attendees: Kimberly Jurco, Jim Koblas, Rob Horne

One Bid received

				Globe Construction Inc Addison IL	
Item	Item	Unit	Estimated Quantity	Unit Price	Total
1	Protective Coating	SY	1,150	\$ 1.00	\$ 1,150.00
2	PCC Sidewalk 5", Remove & Replace	SF	11,800	\$ 7.10	\$ 83,780.00
3	PCC Sidewalk 6" - 7", Remove & Replace	SF	1,000	\$ 7.35	\$ 7,350.00
4	Colored PCC Sidewalk 5", Remove & Replace	SF	400	\$ 12.75	\$ 5,100.00
5	ADA Detectable Warning	SF	176	\$ 15.00	\$ 2,640.00
6	ADA Detectable Installation (HP)	EA	20	\$ 20.00	\$ 400.00
7	Combination PCC Curb & Gutter Remove & Replace	LF	1500	\$ 28.75	\$ 43,125.00
8	Colored PCC Curb & Gutter, Remove & Replace	LF	100	\$ 30.00	\$ 3,000.00
9	Structures to be Adjusted	EA	1	\$ 200.00	\$ 200.00
10	Pavement Patching, Class B	SY	100	\$ 70.00	\$ 7,000.00
11	PCC 6" Driveway Apron, Remove & Replace	SY	80	\$ 69.00	\$ 5,520.00
12	Incidental HMA Surfacing, Remove & Replace (3")	TON	10	\$ 290.00	\$ 2,900.00
13	Brick Pavement Sidewalk, Remove and Replace	EA	50	\$ 1.00	\$ 50.00
	TOTAL				\$ 162,215.00

I hereby certify that the bid tabulations shown above are a true and actual representation of the actual bids opened April 7, 2015 for the 2015 Concrete Sidewalk Curb and Gutter Repair Program



Robert E. Horne
Engineering Supervisor

**REQUEST FOR BOARD ACTION
APRIL 27, 2015 COMMITTEE-OF-THE-WHOLE**

Subject: Consideration and Discussion of an Amendment to Section 3-3-2-6 of Title 3-3, Liquor Control, For the Creation and Issuance of a Class "Q" Liquor License for DDMB 3, LLC (Emporium Lake County)

Action Requested: Referral to May 11, 2015 Regular Village Board Meeting Consent Agenda for approval.

**Originated
By/Contact:** Peter D. Kinsey, Chief of Police

Referred To: Village Board

Summary / Background:

DDMB 3, LLC submitted a completed "Petition for the Creation of a Village Retailer's License - Alcoholic Liquor," for a Class "Q" liquor license for their Emporium Lake County tavern to be located at 275 Parkway Drive. The license will be for the retail sale of alcoholic liquor for consumption on the licensed premises only.

In addition to the above information, the following areas were checked for compliance and conformity as required under Village Code:

1. The Petition for the Creation of a Village Retailer's Liquor License was submitted in its completed form. A check in the amount of \$250.00 was remitted with the application. The principals of the company were subjected to local, state and federal (FBI) criminal records checks. The driver's licenses of each were also checked to confirm information provided on the petition.
2. A check through the Illinois Secretary of State's Corporate Business Office on April 21, 2015 indicates DDMB 3, LLC is an Illinois Limited Liability Company licensed to conduct business and in "Good Standing" in Illinois. The Registered Agent is Daniel K. Marks, 2066 N. Western Avenue, Apt. 1F, Chicago, IL 60647 which is consistent with the applicant's petition.
3. A photocopy of an executed lease agreement, dated March 12, 2015, between VFC Properties 27, LLC and DDMB 3, LLC has been submitted to the Village. The term of the initial lease agreement is seven (7) years, nine (9) months with options for two (2) additional five year terms.
4. A valid State of Illinois Liquor Retailer's License will be secured and forwarded to the Village subsequent to the issuance of the Village of Lincolnshire Liquor License. The State Liquor Commission requires a local liquor license prior to the issuance of a State Liquor License.
5. A Certificate of Insurance with the required liquor liability coverage having policy limits meeting or exceeding Village Code requirements was submitted with the petition. The policy period is valid through April 30, 2016.

6. The local manager (who will be responsible for oversight of liquor sales) will be Edgar A. Velazquez, 26290 North Green Street, Mundelein, Lake County, IL 60060. Both Village Code and Illinois State Statute require an owner or manager/agent to reside within the county in which the licensed premises is located. The listed manager meets that requirement.

7. The fee for a Class "Q" liquor license is \$3,000.00. Below is the Village Code definition for a Class "Q" liquor license for reference.

CLASS Q (Taverns)

Issued to authorize the retail sale of alcoholic liquor for consumption on the licensed premises only.

Attached in ordinance form is an amendment to the Liquor Code increasing the number of authorized Class "Q" liquor licenses by one (1).

Budget Impact:

Approval of this request will not result in any adverse impact to the current budget.

Service Delivery Impact:

Not Applicable.

Recommendation:

At this time, nothing has been found to preclude the issuance of the requested license. Staff recommends approval and requests this item be placed on the May 11, 2015 Consent Agenda for Board approval.

Reports and Documents Attached:

- Ordinance Amending Section 3-3-2-6 of Title 3, Chapter 3 of the Village of Lincolnshire Village Code (Liquor Control)

Meeting History	
Initial Referral to Village Board (COW):	April 27, 2015
Regular Village Board Meeting:	

ORDINANCE NO. 15-
AN ORDINANCE AMENDING SECTION 3-3-2-6
OF TITLE 3, CHAPTER 3,
OF THE VILLAGE OF LINCOLNSHIRE VILLAGE CODE
(LIQUOR CONTROL)

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 3-3-2-6 of the Lincolnshire Village Code, the number of Class “Q” liquor licenses which are authorized for issuance in the Village of Lincolnshire shall be increased to one (1). (This increase in Class “Q” liquor licenses reflects the issuance of a Class “Q” license to Emporium Lake County for the retail sale of alcoholic beverages).

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 11th day of May, 2015, by the Corporate Authorities of the Village of Lincolnshire on a roll call vote as follows:

AYES: Trustees:

NAYS:

ABSENT:

APPROVED by the Mayor of the Village of Lincolnshire this 11th day of May, 2015.

Village Mayor

ATTEST:

Village Clerk