

CHAPTER 1

ADMINISTRATION AND ENFORCEMENT

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7-1-1: **TITLE:** This Title shall be known, cited and referred to as *THE LINCOLNSHIRE SUBDIVISION CODE*.¹

7-1-2: **PURPOSE:** This Code regulating the subdivision of land is hereby made a part of the Official Plan of Lincolnshire and contiguous area. It is to provide for the harmonious development of the Village and its environs; for the coordination of streets within new subdivisions with other existing or planned streets; to establish design and construction standards for the subdivision improvements; for the dedication and acceptance of land required for schools, parks, playgrounds, and other public uses; for the preparation of subdivision plans and the procedure for the submittal, approval, and recording of subdivision plats in and about the Village in accordance with the authority vested in the municipality under the provisions of the Illinois Municipal Code.¹

¹Ordinance 75-414-44 re-enacted and repassed the Lincolnshire Subdivision Code as amended.

¹65 ILCS 5/11-15-1

7-1-3: JURISDICTION: Wherever any subdivision of land shall hereafter be laid out within the incorporated limits of the Village or up to one and one-half (1-1/2) miles beyond the incorporated boundary of the Village, the subdivider thereof or his agent shall submit both a preliminary plan and a final subdivision plat to the Village. Said plans and plats, proposed improvements, and all procedure relating thereto, shall in all respects be in full compliance with the regulations hereafter contained in this Code.

All lands offered to the Village for use as streets, highways, alleys, parks and other public use, shall be referred to the Lincolnshire Plan Commission for review and recommendation before being accepted by the Village Board or by any other governing authority. (Ord. 66-142-4)

The provisions of this Code shall also apply to all planned unit developments whether residential, commercial, industrial or any combination thereof, and to any and all other developments whether a subdivision is required or not under the laws, statutes, ordinances or regulations of the governmental body or agency having jurisdiction or control, and regardless of whether the same is labeled a subdivision or not, it being the intent of this Code to apply to all types of development, both within the Village of Lincolnshire and to areas lying within one and one-half (1-1/2) miles of the corporate limits of the Village. (Ord. 83-784-38)

7-1-4: DEFINITIONS:

ACCEPTED PUBLIC STREET	Any street duly accepted by the Board of Trustees of the Village for maintenance by said Village.
ALLEY	A right of way, with a width not exceeding twenty four feet (24') which affords a secondary means of access to abutting property.
APPROVED STREET	Any street, whether public or private, meeting standards and specifications of the Village.
BUILDING LINE	A line within a lot or other parcel of land, so designated on the plat of the proposed subdivision.
BUILDING SEWER	The horizontal pipe extending from the sanitary sewer main to the building.
COLLECTOR STREET (Secondary Street)	Those existing streets designated as such on the Official Plan of the Village and streets proposed as collector streets in new subdivisions which are designed with a right of way of eighty feet (80'), for access of traffic from several minor streets to a major street.

CROSSWALKWAYS	A strip of land dedicated to public use, which is reserved across a block to provide pedestrian access to adjacent areas.
CUL-DE-SAC	A street having one open end and being permanently terminated by a vehicle turnaround.
EASEMENT	A grant by a property owner for the use of a strip of land by the general public, a corporation, or a certain person or persons for a specific purpose or purposes.
FINAL PLAT	The drawings and documents described in Chapter 4 of this Title.
FRONTAGE	All the property on one side of a street between two (2) intersecting streets (crossing or terminating) measured along the line of the street, or if the street is dead-ended, then all the property abutting on one side between an intersecting street and the dead-end of the street.
FRONTAGE ROAD	A public or private marginal access roadway or paved parking lot containing the necessary driveways or trafficways which are located along the frontage property, with regulations for purposes of establishing minimum distances between points of access to the accepted street, and eliminating parking of motor vehicles on the accepted public street.
IMPROVEMENT	Any facility for which the Village or other municipal body (Public Improvement) may ultimately assume the responsibility for maintenance and operation or which is constructed for general public use or benefit.
INDUSTRIAL STREET	Any street included in any subdivision or plot of ground to be used for industrial purposes as defined in the Zoning Code of the Village. ¹
INTERSECTION, STREET	The area embraced within the prolongation or connection of the lateral curb lines, or, if none, then the lateral boundary lines of the roadways of two (2) highways which join one another at, or approximately at right angles, or the area within which vehicles traveling upon different highways

¹See Title 6 of this Village Code.

joining at any other angle may come in conflict. Where a highway includes two (2) roadways thirty feet (30') or more apart, then every crossing of each roadway of such divided highway by an intersecting highway shall be regarded as a separate intersection. In the event such intersecting highway also includes two (2) roadways thirty feet (30') or more apart, then every crossing of two (2) roadways of such highways shall be regarded as a separate intersection.

LOT	A parcel of land in a subdivision separated from other parcels or portions by virtue of a plat of subdivision recorded with the appropriate county office and identifiable by reference to said plat of subdivision and not dependent for such identification by metes and bounds.
MAJOR STREET	See "Primary Street".
MARGINAL ACCESS STREET	A street which is parallel to and adjacent to primary streets and highways and which provides access to abutting properties and protection to local traffic from fast, through-moving traffic on the primary streets.
MINOR STREET	A street intended primarily as access to abutting the properties.
NATURAL OUTLET	Any outlet into a watercourse, pond, ditch, lake or other body of surface or ground water.
OWNER	The individuals, firms, associations, syndicates, copartnerships, corporations, trusts, or any other legal entities having sufficient proprietary interest of record in the land sought to be subdivided to commence and maintain proceedings to subdivide the same under the Statutes of the State of Illinois or under the codes and ordinances of the Village. (Ord. 79-581-28)
PHASED DEVELOPMENT	Generally a large comprehensive development wherein the developer has sought and obtained Village approval of the developer's project in two (2) or more separate and distinct phases or units with actual development of such separate

phases or units taking place at different time intervals and where such separate phases or units have been designated and consecutively numbered on the approved development plans. (Ord. 86-905-42)

PLANNED DEVELOPMENT

A tract of land which is developed as a unit under single ownership or control, which includes two (2) or more principal buildings, and which is at least twenty (20) acres in area.

PLAT

A map, drawing, or chart on which the sub-divider's plans of the subdivision are presented and which he submits for approval and intends to record in final form.

PONDING

The creation of pockets or depressions which have no surface drainage provided and which, in the event of a failure on the part of inlets or storm sewers, will contain standing water. That portion of surface waters which are flowing will not be considered as ponding.

POTABLE WATER

Water from a public or private water supply system which is approved and accepted by proper and qualified authority as suitable for human consumption.

PRELIMINARY PLAN

The drawings and documents described in Chapter 3 of this Title.

PRIMARY STREET (Major Street)

A street of considerable continuity which serves or is intended to serve as a major traffic artery between the various sections of the Lincolnshire area, as shown on the General Development Plan, made a part of the Official Plan.

PUBLIC AGENCY

Any public board created by authority of the Illinois Revised Statutes.

PUBLIC STREET

All primary, secondary and minor streets which are shown on the subdivision plat and are to be dedicated for public use.

ROADWAY or ROAD

Wherever the words "road" or "roadway" are used in this case, they shall be deemed the paved area existing on the

street right of way and not the street right-of-way width.

SANITARY SEWER

A pipe which carries sewage only, excluding storm, surface and ground water.

SEPTIC TANK

A watertight receptacle provided for the purpose of sewage disposal where no public sewage system is available.

SEWAGE

The water-carried wastes from residences, business buildings, institutions, and industrial establishments.

SEWAGE ANALYSIS

A. B.O.D. (Biochemical Oxygen Demand). The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty degrees Centigrade (20 C), expressed in parts per million by weight.

B. pH. The logarithms of the reciprocal of the weight of hydrogen in grams per liter of solution.

STREET

A publicly dedicated right of way not less than fifty feet (50') in width or a permanently reserved easement of access approved by the Board of Trustees, which affords a primary means of access to abutting property.

SUBDIVIDER

Any individuals, firms, associations, syndicates, corporations, copartner-ships, trusts, or other legal entities commencing proceedings under this Code to effect a subdivision of land. (Ord. 66-142-4)

SUBDIVISION

The division of land into two (2) or more parts, for the purpose, whether immediate or future, of transfer of ownership or building development, including all public streets; alleys, ways for public service facilities, parks, playgrounds, school grounds or other public grounds and all the tracts, parcels or blocks, and numbering of all such lots, blocks or parcels by progressive numbers, giving their precise dimensions. The term includes resubdivision and, where appropriate to the context, shall relate to the process of subdividing or to the land subdivided. The following subparagraphs A through D, inclusive, shall not be

considered a subdivision and shall be exempt from the requirements of this Title.

A. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities which does not involve any new streets or easements of access.

B. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.

C. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.

D. Conveyances made to correct descriptions in prior conveyances.

All planned unit developments and any and all other developments granted under the provisions of the Lincolnshire Zoning Code shall also be considered and deemed to be subdivisions for all the purposes of this Subdivision Code and shall be under the jurisdiction of this Subdivision Code, except where the context clearly indicates otherwise, and all required public improvements provided for in this Code shall be required in said planned unit developments except as may otherwise be provided for in the Village ordinances granting the special use for any such planned unit developments and any and all other developments.

All planned unit developments and any and all other developments in unincorporated Lake County shall also be considered and deemed to be subdivisions for all the purposes of this Subdivision Code and shall be under the jurisdiction of this Subdivision Code if any portion of any such planned unit development and any and all other developments are within one and one-half (1-1/2) miles of the Village's boundaries. (Ord. 91-1191-04)

SUSPENDED SOLIDS

Solids that either float on the surface of, or are in suspension in water, sewage, or other liquid, and which are removable by laboratory filtering.

WATERCOURSE

A channel in which a flow of water occurs, either continuously or intermit-tently.

7-1-5: ACREAGE FEES:

- A. Prior to the final approval of a subdivision, the subdivider shall pay the fee as established in the Comprehensive Fee Schedule set forth in Chapter 15 of Title 1 of this Code to the Village to provide for the eventual improvement and expansion of Village services because of the additional load placed on operations, maintenance and administration of police service, streets, parks maintenance, general Village service and water and sewer service. Such acreage/impact fees shall be deposited in and to the credit of the General Corporate Fund of the Village. (Ord. 80-601-08) (Amd. Ord. 96-1468-52 eff. 12/9/96)
- B. The acreage fees required by this Section shall be in addition to all other fees, licenses, permits or charges imposed by this or any other code or ordinance of the Village. (Ord. 75-396-25)

7-1-5A: CONSERVANCY AREA MONUMENTS: Each corner and point of tangency of the deed restricted area on each lot shall be identified by a registered land surveyor or registered professional engineer of the State of Illinois with a monument marked "CONSERVANCY AREA". Each monument shall be furnished by the Village at cost as established in the Comprehensive Fee Schedule set forth in Chapter 15 of Title 1 of this Code. All markers for any subdivision or phase must be purchased prior to recording of the plat of subdivision.

The penalty for removing, tampering with in any way, damaging or destroying conservancy area monuments shall be subject to the fine set forth in the Comprehensive Fine Schedule of the Code described in 17-1 per monument plus the cost of re-establishing the conservancy area monuments. (Ord. 88-1009-41) (Amd. Ord. 96-1468-52 eff. 12/9/96) (Amd. Ord. 10-3131-08, eff. 3/22/10)

7-1-6: SUBDIVISION IMPROVEMENT DEPOSIT:

- A. Purpose of Deposit: The subdivision improvement deposit in an amount equal to one hundred twenty five percent (125%) of the estimated cost of improvements required under

this Code¹ shall be placed in escrow in accordance with the terms of the escrow agreement contained in Appendix I (at the end of this Title) for the purpose of:

1. To pay the actual costs of construction of the subdivision improvements.
 2. To pay the engineering and inspection fees of the Village relating to the public improvements and the subdivision.
 3. To pay the cost of maintaining the subdivision improvements for a period of three (3) years after acceptance.
 4. To pay and discharge all claims made by any third party arising out of the installation and construction of the public improvements; all such claims must be paid prior to the Village's acceptance of the public improvements; provided, however, that if the subdivider has insurance coverage in sufficient amounts to pay such claims and the subdivider files with the Village the insurance company's letter indicating that they acknowledge coverage and accept defense of the claim and that the limits of the policy are satisfactory to pay the claim if judgment: is entered in favor of said third party, the Village may, in its discretion, accept the public improvements and reduce the amount of the subdivision improvement deposit for the required three (3) year maintenance period.
 5. Any other customary expenses of the developer in meeting any requirements of the Village pertaining to the subdivision, including but not limited to reasonable attorneys' fees incurred by the Village in drafting, administering and enforcing the subdivision improvement deposit agreement.
- B. Alternative Action; Distribution of Funds: A subdivider may elect to deposit an amount equal to one hundred twenty five percent (125%) of the estimated cost of improvements directly with the Village. The Village, upon the certification of the Village Engineer that the improvements have been completed or partially completed, will pay to the contractor, in not more than three (3) payouts, the amount due under the contract. The Village will also make the distribution of funds from the deposit for the fees and cost of:
1. Engineering and inspection fees of the Village relating to the public improvements and the subdivision.
 2. Maintaining the subdivision improvements for a period of three (3) years after acceptance.

¹See Chapter 6 of this Title.

3. To pay and discharge all claims made by any third party arising out of the installation and construction of the public improvements; all such claims must be paid prior to the Village's acceptance of the public improvements; provided, however, that if the subdivider has insurance coverage in sufficient amounts to pay such claims and the subdivider files with the Village the insurance company's letter indicating that they acknowledge coverage and accept defense of the claim and that the limits of the policy are satisfactory to pay the claim if Judgment is entered in favor of said third party, the Village may, in its discretion, accept the public improvements and reduce the amount of the subdivision improvement deposit for the required three (3) year maintenance period.
 4. Any other costs or expenses in meeting the requirements of the Village, including but not limited to reasonable attorneys' fees incurred by the Village in drafting, administering and enforcing the subdivision improvement deposit agreement. Nothing in this subsection 7-1-6B will relieve the subdivider of bearing the full cost for the subdivision improvements and expenses required by the Village. (Ord. 79-581-28)
- C. Refunding Deposit: After completion and acceptance of the subdivision improvements, the Village will authorize the refund of any residue remaining except for ten percent (10%) of the original deposit or the amount stipulated in the escrow agreement. The retained amount shall be used for maintenance of the Improvements for a period of three (3) years after the date of acceptance and then any balance remaining will be refunded. (Ord. 66-142-4; amd. Ord. 82-734-41)
- D. Form of Deposit: The subdivision improvement deposit shall be posted by such owner or subdivider with the Village Clerk prior to approval of the final plat. Such deposit shall be in the form of an irrevocable straight commercial letter of credit from a bank approved by the Mayor and Board of Trustees and shall be in a penal sum in an amount equal to one hundred twenty five percent (125%) of the estimated cost of the subdivision improvements required under this Code or, in lieu of a letter of credit, a deposit of cash must be acceptable to the Mayor and Board of Trustees, including a completion bond, or its equivalent. The subdivision Improvement deposit shall be established for a period of not less than three (3) years and may be reduced from time to time by the Village Engineer as the subdivision improvements are accepted by the Village. Any such deposit in lieu of a letter of credit or cash, or other security or guarantee must; be acceptable to the Mayor and Board of Trustees in their sole discretion. Any irrevocable letter of credit shall be substantially in the form contained in Appendix II (Chapter 7 of Title 7). In the event such deposit in lieu of a letter of credit or cash is accepted, the owner or subdivider shall reimburse the Village, prior to and as a condition of the Village Clerk's execution of the subdivision plat, for all of Village's expenses, legal and otherwise, directly or indirectly resulting from such deposit in lieu of a letter of credit, Including but not limited to, any agreements relating thereto. Such cost for

the completion of the required subdivision improvements shall be in accordance with cost estimates prepared by the Village Engineer and approved by the Mayor and Board of Trustees. If a completion bond or other security or other guarantee is posted, there shall be good and sufficient surety thereon, as approved by the Mayor and Board of Trustees and be in such form as approved by the Village Attorney and conditioned upon the installation and acceptance of said improvements. The owner or subdivider is wholly responsible for ensuring that any irrevocable letter of credit or alternative funding mechanism used to secure or guarantee the project remains in full force. The owner or subdivider shall renew said letter of credit or provide replacement funds a minimum of fifteen (15) days prior to the expiration of said letter of credit for the full value then in effect. Should replacement funds not be received fifteen (15) days prior to the expiration of the instrument, the Village shall have the right, but not the obligation, to draw upon the letter of credit for the effective amount without further notice to the owner or developer. (Amd. Ord. 09-3110-33, eff. 9/14/09)

7-1-7: INSURANCE, LEGAL RESPONSIBILITY AND PUBLIC SAFETY:

- A. Insurance Requirements: The subdivider or permit holder shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State where the work is located and with a minimum "Best" Insurance rating of B+ as will protect himself, his subcontractors, the Village, its officers, employees and agents and the Engineer and his employees from claims for bodily injury, death or property damage which may arise from subdividing the property. The Village, its officers, employees and agents, shall be named as a primary, non-contributory additional insured.

The subdivider or permit holder shall not commence work until he has obtained all insurance required under this paragraph and shall have filed the certificate of insurance and the certified copy of the insurance policy with the Village. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without thirty (30) days' written notice to the Village of intention to cancel. Failure of the subdivider or permit holder to supply a valid certificate of insurance, or if a previously valid certificate of insurance has expired and is not replaced, is grounds for issuance of stop work order until such time as a valid certificate of insurance is provided.

Failure of the Village to collect or demand a certificate of insurance shall not be deemed a waiver of the requirement to provide one.

The amount of such insurance shall be not less than the following:

1. Workmen's Compensation and Employer's Liability Insurance shall be secured and maintained as required by the State.

2. General liability Insurance including general aggregate coverage, products aggregate coverage, personal and advertising injury, and each occurrence; a minimum limit two million dollars (\$2,000,000.00) for each item.
 3. Automobile and truck public liability including bodily injury (per person), bodily injury (per accident) and property damage; a minimum combined single limit of two million dollars (\$2,000,000.00) .
 4. Excess liability umbrella coverage of two million dollars (\$2,000,000.00) for each occurrence and two million dollars (\$2,000,000.00) in aggregate. (Ord. 90-1118-02, Ord. Amd. 05-1958-22, eff. 03/14/05)(Amd. Ord. 05-1958-22, eff. 3/14/05)
- B. Fire insurance: in addition to such fire insurance as the subdivider elects to carry for his own protection, he shall secure and maintain in the name of the Village policies upon such structures and material and in such amounts as shall be designated. The policies shall be secured from a company which is satisfactory to the Village and delivered to the Village (Ord. 66-142-4)
- C. Indemnity: The subdivider shall indemnify and save harmless the Village, its officers, employees and agents and the Engineer and his employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him by reason of any omission or act of the subdivider, his agents or employees, in the execution of the work or in the guarding of it. The subdivider shall obtain in the name of the Village and shall maintain and pay the premiums for such insurance in such amount and with such provisions as will protect the Village from contingent liability and a copy of such insurance policy or policies shall be delivered to the Village. Full compliance by the Village with the terms and provisions of such insurance policy or policies shall be a condition precedent to the Village's right to enforce against the subdivider any provisions of this Title. (Ord. 66-142-4; amd. Ord. 90-1118-02)

7-1-8: VARIATIONS: The Plan Commission may recommend a variation of the application of the regulations of this Code in harmony with their general purpose and intent and in accordance with the rules therein contained in cases where there are particular difficulties or peculiar hardship in the way of carrying out the strict letter of any such regulations relating to the subdividing of land, and may recommend to the Village Board that said Village Board approve said plat of subdivision in spite of failure to strictly comply with the strict letter of any of the regulations, stating the reasons for said recommendations. Such recommendations for variations shall be communicated in writing to the Village Board, giving full particulars for the allowance of the variation. (Ord. 66-142-4; amd. Ord. 87-950-36)

7-1-9: PENALTIES: All persons violating any of the provisions of this Code shall be deemed guilty of a misdemeanor and upon conviction thereof shall be subject to the fine set forth in the Comprehensive Fine Schedule of the Code described in 17-1. Each day such violation is continued or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder. (Amd. Ord. 10-3131-08, eff. 3/22/10)

7-1-10: SEPARABILITY: It is hereby declared to be the intention of the Mayor and Board of Trustees of the Village that the several provisions of this Code are separable, in accordance with the following:

- A. If any court of competent jurisdiction shall adjudge any provision of this Code to be invalid, such judgment shall not affect any other provision of this Code not specifically included in said judgment.
- B. If any court of competent jurisdiction shall invalidate the application of any provision of this Code to a particular property, building, or other structure, such judgment shall

not affect the application of said provision to any other property, building, or structure not specifically included in said judgment. (Ord. 66-142-4)