



Community Development Department

City Hall

222 E. 9th Street, 2nd Floor

Lockport, IL 60441

(815) 838-0549, Option 4

www.cityoflockport.net

Preliminary Development Plan Preliminary Subdivision Plat Application

Last revised 08/18/2021

Community Development Application

Check all that apply

- Concept Plan Review
- Rezoning
- Special Use Permit for:
 - Planned Unit Development
 - Other: _____
- Preliminary Subdivision Plat Review
 - Residential
 - Commercial
 - Industrial
 - Mixed-Use
- Preliminary Development Plan Review
 - Residential
 - Commercial
 - Industrial
 - Mixed-Use
- Final Subdivision Plat Review
 - Residential
 - Commercial
 - Industrial
 - Mixed-Use
- Final Development Plan Review
 - Residential
 - Commercial
 - Industrial
 - Mixed-Use

Applicant: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

PLEASE CHECK ONE OF THE FOLLOWING:

- Applicant is owner of the subject property and is the signer of this application.
- Applicant is the contract purchaser of the subject property and has attached a copy of said contract.
- Applicant is acting on behalf of the beneficiary of a trust.
- Applicant is acting on behalf of the owner (notarized letter of consent from owner required)

In the event that the subject property is held in a trust, a notarized letter from an authorized trust officer identifying the applicant as an authorized individual acting in behalf of the beneficiaries and providing the name, address and percentage of interest of each beneficiary is attached to this executed application.

SUBJECT PROPERTY INFORMATION:

LOCATION: _____

NUMBER OF ACRES: _____ PIN # _____

PRESENT ZONING: _____ PROPOSED ZONING _____:

CURRENT USE: _____ PROPOSED USE: _____

FIRE DISTRICT:

- () Lockport Township
- () Homer Township
- () Northwest Homer Township
- () Other _____

SCHOOL DISTRICT (S):

- () Fairmont Elementary Dist. #89
- () Taft Elementary Dist. #90
- () Milne-Kelvin Grove Dist. #91
- () Homer Township Consol. Dist. #33c
- () Ludwig-Reed-Walsh Dist. #92

PARK DISTRICT:

- () Lockport Township

- () Other _____

OTHER INTERESTED PARTIES:

Fill out contact information for all applicable parties.

CONTACT PERSON:

Name: _____

Address: _____

Phone: _____ Email: _____

OWNER:

Name: _____

Address: _____

Phone: _____ Email: _____

ARCHITECT:

Name: _____

Address: _____

Phone: _____ Email: _____

LAND PLANNER:

Name: _____

Address: _____

Phone: _____ Email: _____

SURVEYOR:

Name: _____

Address: _____

Phone: _____ Email: _____

ENGINEER:

Name: _____

Address: _____

Phone: _____ Email: _____

ATTORNEY:

Name: _____

Address: _____

Phone: _____ Email: _____

PRELIMINARY DEVELOPMENT PLAN AND/OR SUBDIVISION PLAT CHECKLIST

MAXIMUM PLAN/PLAT SIZE IS 24" X 36". ALL PLANS/PLATS SUBMITTED SHOULD BE FOLDED TO LETTER SIZE. UNFOLDED PLANS WILL NOT BE ACCEPTED.

ALL REQUIRED DOCUMENTATION, FEES AND SUPPORTING INFORMATION SHALL BE SUBMITTED TOGETHER. PIECEMEAL SUBMISSIONS WILL NOT BE ACCEPTED.

CONSULT THE CITY'S DEVELOPMENT CODE AND ZONING ORDINANCE FOR REQUIREMENTS AND PROVISIONS.

- ❑ One (1) original completed Preliminary Development/Subdivision Plan/Plat Application form.
- ❑ A written narrative of the proposal and/or a zoning statement indicating whether any zoning changes, variations, or special uses will be needed.
- ❑ Payment of all application and review fees in accordance with the City's approved Fee Schedule (below). All fees shall be submitted to the Community Development Department. Please submit separate checks – one for Planning Application & Review Fees and one for Engineering Review Fees.
- ❑ One (1) original signed Review & Inspection Fees Acknowledgement & Agreement for Reimbursement Form.
- ❑ One (1) original signed preliminary development plan and/or subdivision plat checklist.
- ❑ One (1) copy of purchase contract, if applicable.
- ❑ One (1) original notarized letter of consent from property owner, if applicable.
- ❑ Two (2) CD's or USB drives with PDF's of all documents and plans submitted.
- ❑ One (1) copy of a dimensional plat of survey including all PINs and a Legal Description of property.
- ❑ Eight (8) copies of a preliminary development plan and/or subdivision plat, prepared in accordance with the City's Development Code and the City's Zoning Ordinance. Plats must be prepared and signed by an Illinois land surveyor with dimensions accurately portraying the proposed request.
- ❑ Eight (8) copies of a preliminary architectural elevation plan for all four (4) sides of all building types in accordance with the requirements of the City's Development Code and the City's Zoning Ordinance (for exterior material standards).
- ❑ Eight (8) copies of a preliminary landscape plan showing location, type and approximate size of plantings prepared in accordance with the City's Development Code (for parkway landscaping) and the City's Zoning Ordinance (for on-site landscaping).
- ❑ Eight (8) copies of preliminary engineering plans, prepared in accordance with the City's Development Code.
- ❑ Three (3) copies of watermain, storm sewer, sanitary sewer and detention capacity and loading calculations prepared by a licensed professional engineer.

PRELIMINARY DEVELOPMENT PLAN AND/OR SUBDIVISION PLAT CHECKLIST
(Continued)

- Three (3) copies of drain tile information, if applicable.
- Eight (8) copies of a tree survey and tree preservation plan prepared in accordance with the City's Development Code (*Only required for developments 5 acres or more in size*)
- For properties 10 acres in size or greater or as requested by the City, eight (8) copies of a fiscal Impact assessment explaining the estimated fiscal impact of the proposed development on the City, school and park districts, and explaining the methodology and sources of information used in the preparation of the assessment.
- School population study: a statement estimating the number of children to be generated in each school classification from the different types of dwellings in the proposed subdivision based upon the standards in section 153.30 of the City's Development Code.
- Written correspondence from Park District verifying whether a park site is required or cash lieu thereof.
- Eight (8) copies of any proposed protective covenants, deed restrictions, homeowner's association contracts and other restrictions whereby the subdivider or developer proposes to regulate and otherwise protect the use of the land in the subdivision, if applicable.
- Eight (8) copies of an existing or proposed annexation agreement or deed restrictions which pertain to the parcel, if applicable.
- Three (3) copies of a soils investigation report.
- Three (3) copies of a hazardous waste audit, if applicable.
- Three (3) copies of a written indication of methods of solid and hazardous waste disposal, if applicable.
- Three (3) copies of N.R.I (Natural Resource Inventory Report Application)
- Verification of submittal of application of the Illinois Department of Natural Resources Endangered Species Consultation (per the IESPA) unless previously completed. (*If previously completed, submit three (3) copies of the report*).
- Any additional documentation requested by the City during the pre-application meeting.

I certify that all required documentation, fees and supporting information being submitted on behalf of this application request is complete and accurate. I further acknowledge that any missing documentation, fees and/or supporting information can result in a delay of the processing and review of this application request.

Signature of Applicant

Date

PROFESSIONAL FEE AGREEMENT

This Agreement entered into this ____ day of _____, 20____, between the City of Lockport, an Illinois Municipal Corporation (hereinafter referred to as "CITY"), and

(hereinafter individually and collectively referred to as "DEVELOPER").

WHEREAS, as a result of the DEVELOPER's project, the CITY must have its professional staff analyze, review and comment upon and perform other services solely on the CITY's behalf from the time of the inception of the project through its completion; and

WHEREAS, the DEVELOPER acknowledges it should pay the CITY's costs and expenses for professional staff services rather than impose the costs upon the CITY residents;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged by the parties by the execution hereof, it is hereby agreed as follows:

SECTION ONE. PROFESSIONAL FEES. The DEVELOPER shall pay the CITY any and all professional staff fees, costs and expenses incurred by the CITY as a result of or in conjunction with the DEVELOPER's project from this date and prior thereto, through the project's completion as determined by the CITY and/or CITY's acceptance of all public improvements associated with the project, whichever occurs last. The CITY's professional staff includes, but is not limited to, its attorneys, engineers, land planners, traffic and transportation consultants, etc. Fees shall include, but not be limited to, all time associated with any review, analysis, discussions, meetings, inspections, planning and all other work or services performed on behalf of the CITY in conjunction with the project. The CITY's professional staff fees shall be billed to the DEVELOPER in the amount as authorized by the CITY to be paid for such services.

SECTION TWO. SECURITY. Upon written request from the CITY, the DEVELOPER shall post with the CITY, the sum of \$ _____ cash or certified funds as security for the DEVELOPER's payment of such professional fees, costs and expenses or another amount as approved from time to time as the standard security deposit amount by the City Administrator. The CITY is specifically authorized to apply this security in payment of such fees, costs and expenses in the event the DEVELOPER fails to make timely payments to the CITY as required under the Agreement. The DEVELOPER is obligated to continuously maintain the original deposit amount with the CITY until the project's completion.

SECTION THREE. PAYMENT. The CITY shall provide the DEVELOPER with an itemized statement of fees. The DEVELOPER shall pay the CITY within thirty (30) days upon receipt of the statement from the CITY. If the DEVELOPER does not pay the statement within the thirty (3) day period, interest shall accrue on the unpaid balance at the rate of one and one half percent (1.5%) per month. ***The CITY may also direct that all professional staff cease work on the project of the DEVELOPER until all statements are paid in full.***

SECTION FOUR. COOPERATION. The DEVELOPER shall fully cooperate with the CITY, its officials and professional staff with respect to its project.

SECTION FIVE. REPRESENTATION OF CITY ONLY. The DEVELOPER acknowledges that the CITY's in-house and professional staff solely represents the CITY and the CITY's interest and do not represent the DEVELOPER.

SECTION SIX. CONFLICT. If any of the terms and provisions of this Agreement conflict with any ordinance of the CITY or agreement between the parties, the terms and provisions of this Agreement shall supersede and control any other terms and provisions.

SECTION SEVEN. ATTORNEY'S FEES. In the event any suit or other action is brought to enforce or which otherwise affects this Agreement, or any of its provisions, the DEVELOPER, in addition to all other costs and expenses shall pay the CITY's attorney's fees, expert witness fees, costs and any other associated expenses. The venue for such suit or action shall be in the 12th Judicial Circuit Court, Joliet, Will County, Illinois.

SECTION EIGHT. SEVERABILITY. The invalidity of any paragraph or subparagraph of this Agreement shall not impair the validity of any other paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be determined severable and the Agreement may be enforced with such provision severed or as modified.

SECTION NINE. ENTIRE AGREEMENT. This Agreement embodies the entire agreement and understanding between the parties and there are no other agreements, representations or understandings, oral or written, between the

parties with respect to the subject matter of this Agreement. No alteration, modification, amendment or change of this Agreement shall be valid unless agreed to by the parties in writing.

SECTION TEN. OTHER FEE ORDINANCES. The DEVELOPER acknowledges that it has been advised that this Agreement is intended to secure the CITY's recovery of professional costs and expenses as hereinabove described, and under circumstances where such costs and expenses may not otherwise have been recovered. Notwithstanding the foregoing or anything else herein to the contrary, nothing herein shall be understood to relieve the DEVELOPER of its responsibilities hereunder and under any applicable ordinances of the CITY, including, but not limited to, any fees payable pursuant to Chapters 153 and 156 of the City Code of Ordinances, provided, however, that the CITY shall take such action as it may deem appropriate to avoid invoicing for, or collecting, duplicate reimbursements of the same expenses or costs.

Dated at Lockport, Will County, Illinois on the date written above.

CITY OF LOCKPORT, an Illinois
Municipal Corporation

(Corporate Seal)

By: _____
_____, City Mayor

ATTEST:

By: _____
_____, City Clerk

DEVELOPER

(Corporate Seal)

By: _____
President

ATTEST:

By: _____
Secretary

Dated

APPLICATION REVIEW PROCESS—A SUMMARY

Below is a summary of the review process. Detailed procedures and requirements for each step in the site development application review process may be found in the Lockport Development Code and, for rezoning, special uses, and planned developments, the Lockport Zoning Code.

Amount of actual time it takes to review an application request will vary depending on the accuracy of the required submittal items, complexity of the proposal and the time of subsequent resubmittals and plan revisions.

PRE-APPLICATION MEETING

Every applicant is encouraged to participate in a pre-application meeting to initiate the review process for each new development, zoning change, special use permit or subdivision. The pre-application meeting allows the applicant to familiarize themselves with the City's development objectives and procedures, and to learn about any special circumstances that may exist or be applicable to the subject property.

Staff conducts pre-application meetings on Tuesday mornings. The request for pre-application meeting should be made to the City Planner not less than one (1) week prior to the desired date of the meeting. If the applicant has any site plan, maps, data, or other information which may be necessary to illustrate or describe the characteristics of the proposed development, the developer shall deliver such information to the City Planner (typically a minimum of eight (8) hard copies or electronically via email) no later than Wednesday afternoon before the scheduled meeting date. If this information is not received, the meeting may be cancelled.

STAFF REVIEW

City Staff will review each Preliminary Development Plan application and any accompanying drawings, supporting documentation and statements, in order to determine whether such application is consistent with all City requirements, and the relevant standards and criteria contained in this Section.

The City Staff shall distribute such drawings, and supporting documentation to such City departments, consultants, or other persons as may be necessary.

- Planning and Zoning
- Building Official
- Public Works & Engineering Department
- Fire Protection District/s
- Police Department
- Park District, if applicable
- School Districts, if applicable

The City Staff will receive any comments and or concerns in writing from each department or agency. City Staff will forward comments from the reviewing agencies to the applicant. The City Planner may meet with the applicant and other departments to discuss the comments and or concerns. City Staff will review each Preliminary Development Plan application and any accompanying drawings, supporting documentation and statements, in order to determine whether such application is consistent with all City requirements, and the relevant standards and criteria contained in this Section.

PLAN & ZONING COMMISSION REVIEW

Upon completion of the Staff review of the application, the City Planner shall prepare a staff report and recommendation based upon his/her evaluation of the proposal and the input from other departments and agencies. The City Planner shall circulate copies of the preliminary development plan and/or subdivision plat application and any drawings, statements, and a report of compliance or non-compliance to the Plan & Zoning Commission. At the applicable regularly scheduled meeting, the Plan & Zoning Commission shall review/discuss the preliminary development plan and/or subdivision plat. Prior to the Plan & Zoning Commission meeting, Staff will advise the applicant of the required number of additional plans and documents.

These plans and documents are distributed to City Staff and the Plan & Zoning Commission members. Electronic copies of the same will be distributed to City Council members.

The Plan & Zoning Commission is responsible for interpreting the City's development goals and objectives and making recommendations concerning land use and land development in the City to the City Council. The Commission can make recommendations to vary the requirements of the Development Code and, in some instances, the Zoning Ordinance.

The Plan & Zoning Commission relies upon the evaluations/recommendations of the City Staff and Consultants and the input of the public in determining the course of action on each development application. The Plan & Zoning Commission may accept, reject, or modify any Staff recommendation. It is the responsibility of the applicant to present the facts pertinent to his/her case. It is the applicant's responsibility to demonstrate that the criteria for approving or granting the requested application have been satisfied.

COMMITTEE OF THE WHOLE/CITY COUNCIL REVIEW

The City Council makes the final decisions regarding any preliminary development plan and/or subdivision application. Before a final decision is made, however the requested action will appear first on the Committee of the Whole agenda for discussion and direction only. At the next meeting or future City Council meeting, the approving resolution or ordinance is presented for any further discussion and final consideration. The City Council can approved an application as presented, approve an application with modifications as discussed, or deny an application outright.

CITY RECORD

A certified copy of the resolution approving or disapproving the preliminary development plan and/or subdivision plat shall be filed in the Office of the City Clerk attached to said preliminary development and/or subdivision plat.

CITY OF LOCKPORT FEES

		Project Size (acres)				
		0 to 3	3.01 to 5	5.01 to 10	10.01+	
Initial Application fee (all projects)		\$260	\$280	\$320	\$360	
Map Amendment/Rezoning		\$500	\$750	\$1,000	\$1,500	
Special Use Permit (not including PD)		\$500	\$750	\$1,000	\$1,500	
Residential Annexation and/or Development Agreement		\$225	\$500	\$1,000	\$2,000	
Non-residential Annexation and/or Development Agreement		\$1,500	\$1,800	\$2,300	\$3,000	
Concept Plan Review						
Planned Development or Prelim/Final One Step Fee (combined of Prelim, Final)	Planning	\$1,500	\$2,000	\$3,000	\$4,000	
	Engineering	\$1,500	\$2,000	\$4,000	\$4,000	
	Preliminary Plan Review					
	Planning	\$2,200	\$3,200	\$4,200	\$5,200	
	Engineering	\$5,100	\$5,500	\$8,500	\$9,500	
	Final Plan Review					
	Planning	\$1,100	\$2,200	\$3,200	\$4,200	
	Planning Inspection (construction)***		\$50	\$100	\$200	\$300

	Engineering*	\$2000 + (3% of EOPC under \$200,000) + (1.5% of EOPC between \$200,000 to \$1,000,000) + (1.25% of EOPC over \$1,000,000)			
	Engineering Inspection (construction)*	\$2000 + (3% of EOPC under \$200,000) + (1.5% of EOPC between \$200,000 to \$1,000,000) + (1.25% of EOPC over \$1,000,000)			
	Amendments to Concept, Preliminary, Final, PD	\$1,500	\$2,500	\$3,000	\$3,500

Conventional Site Plan Review					
Intake Review	(Planning)	\$1,500	\$2,000	\$4,000	\$4,000
Intake Review	(Engineering)	\$1,500	\$2,000	\$4,000	\$4,000
Final Review	(Planning)	\$2,500	\$3,500	\$4,500	\$5,500
Inspection (construction)***	(Planning)	\$50	\$100	\$200	\$300
Final Review	(Engineering)*	\$2000 + (3% of EOPC under \$200,000) + (1.5% of EOPC between \$200,000 to \$1,000,000) + (1.25% of EOPC over \$1,000,000)			
Inspection (construction)*	(Engineering)	\$2000 + (3% of EOPC under \$200,000) + (1.5% of EOPC between \$200,000 to \$1,000,000) + (1.25% of EOPC over \$1,000,000)			

Variances	1 Variance	2+ Variances
Administrative	\$350	\$50/each add'l
Plan and Zoning Commission**	\$600	\$50/each add'l

* Engineering Fees for Review and Inspection fees are determined as a percentage of the Engineer's Opinion of Probable Cost for all public and private improvements; see 153.70.050(C)(3) and (4) for additional information.

** Administrative fee applies to PZC fee.

*** A reinspection fee of \$100 will apply if city staff is required to inspect the site after the first inspection.

Note: This chart does not reflect required Impact Fees or Building Permit Fees, contact Building Dept. for additional information

Publication Costs: All developments shall reimburse the City for publication costs associated with the Annexation Public Hearing or other hearings prior to execution of the Annexation Agreement or Developer's Agreement.

(A) Final Engineering Review Fee: At the time of final Engineering submittal, the applicant shall pay a non-refundable engineering review fee of the following, based on the design engineer's estimate of probable cost (EOPC) of total public and private site improvements, as approved by the Director of Public Works & Engineering, which includes but is not limited to: mass grading, stormwater management facilities, sanitary sewer, water mains, storm sewers, street improvements, street lighting, sidewalks, landscaping, erosion control, street signs, traffic control signs. The estimate shall be delineated into the on-site and off-site public improvements and private improvements, when applicable, as estimated by the design engineer and approved by the Director of Public Works & Engineering.

(B) Final Engineering Inspection Fee: At the time of posting the required Letter of Credit or Performance Bond, the applicant shall pay a non-refundable inspection fee in the amount of the following, based on the design engineer's estimate of probable cost of total site improvements as approved by the Director of Public Works & Engineering. Inspection fees shall be in addition to the required Final Engineering Review Fee in Item A above.

(C) Reimbursement of Additional Fees: At its discretion, the city may elect to hire a professional consulting firm to complete engineering plan reviews and /or inspections. The developer shall reimburse the city any and all engineering review and inspection fees incurred that exceed the amounts collected in the Fee Table above through

the project's completion; as determined by the Director of Public Works and Engineering and the city's acceptance of all public and private improvements associated with the project.

(D) Stormwater Management Permit Fee: After the completion of the review of the final engineering documents for any subdivision or development requiring a City of Lockport stormwater management permit, the applicant shall pay a nonrefundable stormwater permit fee in the amount of \$250 for all developments.

(E) Other Fees: The applicant, or petitioner, as the case may be, shall be obligated sign a professional fee agreement at the time of document submittal, and to reimburse the City of Lockport for any fees incurred by the city for hiring professional consultants (legal, land planning, financial or other professional consultants) that may be required in the review of the application.

(F) Excessive Number of Reviews & Fees: The review fees listed above allow for three reviews to be completed by staff and any consultants engaged by the city to complete the required reviews of concept plans, preliminary development plans or subdivision plats, and final development plans or subdivision plats. Should additional plan or plat reviews be necessary due to circumstances created by the applicant, the city may at its discretion, charge an applicant an additional review fee equal to one-half the original review fees submitted at the time of application for each subsequent review. The applicant shall pay these fees to the city before any further review of the plan/plat is commenced.

**** ALL FEES ARE SUBJECT TO CHANGE ****

<u>FEES</u>	
Application Fee	\$ _____
Review Fee	\$ _____
Misc. Fee	\$ _____
Engineering Fee	\$ _____
TOTAL	\$ _____