

**AGENDA**  
**COMMITTEE OF THE WHOLE MEETING**  
**Village Hall – Board Room**  
**Monday, October 22, 2018**  
**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 October 9, 2018 Committee of the Whole Meeting Minutes

**3.0 ITEMS OF GENERAL BUSINESS**

**3.1 Planning, Zoning and Land Use**

- 3.11 Consideration of an Ordinance Amending Title 12 (Signs) Regarding Changes to Chapter 3 (Definitions), Chapter 8 (Sign Construction & Design: General Standards), Chapter 11 (Prohibited Signs), Chapter 12 (Exempt Signs, and Chapter 13 (Temporary Signs) (Village of Lincolnshire)

**3.2 Finance and Administration**

**3.3 Public Works**

- 3.31 Consideration of a Joint Purchasing Agreement with Morton Salt, Inc. in the Amount of \$31,740.00, and Cargill Incorporated in the Amount of \$13,345.00, for the Purchase of Rock Salt for the 2018-2019 Winter Season (Village of Lincolnshire)
- 3.32 Consideration of an Ordinance Extending Suspension of Tree Permit and Tree Replacement Requirements for Non-Residential Property Owners Title 13 (Tree Preservation) of the Lincolnshire Village Code (Village of Lincolnshire)

**3.4 Public Safety**

- 3.41 Consideration of a Resolution Approving an Intergovernmental Agreement for Dispatch Services to be Provided by the Village of Deerfield (Village of Lincolnshire)
- 3.42 Consideration of an Intergovernmental Agreement Regarding Regional 911 Consolidation Project (Village of Lincolnshire)
- 3.43 Consideration of a Resolution Approving an Amended Member Agreement for the Northern Illinois Police Alarm System (NIPA) (Village of Lincolnshire)

3.5 Parks and Recreation

3.6 Judiciary and Personnel

4.0 **UNFINIHED BUSINESS**

5.0 **NEW BUSINESS**

6.0 **EXECUTIVE SESSION**

7.0 **ADJOURNMENT**



**MINUTES**  
**COMMITTEE OF THE WHOLE MEETING**  
**Tuesday, October 9, 2018**

Present:

Mayor Brandt	<del>Trustee Harms Muth</del>
Trustee Grujanac	Trustee Hancock
<del>Trustee McDonough</del>	Trustee Servi
Trustee Leider	Village Clerk Mastandrea
Village Attorney Simon	Village Manager Burke
Finance Director/Treasurer Peterson	<del>Public Works Director Woodbury</del>
<del>Chief of Police Leonas</del>	<del>Assistant Village Manager/Community &amp;</del>
Commander Watson	<del>Economic Development Director Gilbertson</del>
Planning & Development Manager Zozulya	

**ROLL CALL**

Mayor Brandt called the meeting to order at 7:14 p.m. and Village Clerk Mastandrea called the Roll.

**2.0 APPROVAL OF MINUTES**

**2.1 Acceptance of the September 24, 2018 Committee of the Whole Meeting Minutes**

The minutes of the September 24, 2018 Committee of the Whole Meeting were approved as submitted.

**3.0 ITEMS OF GENERAL BUSINESS**

**3.1 Planning, Zoning and Land Use**

~~**3.11 Consideration of an Ordinance Amending Title 12 (Signs) Regarding Changes to Chapter 3 (Definitions), Chapter 8 (Sign Construction & Design: General Standards), Chapter 11 (Prohibited Signs), Chapter 12 (Exempt Signs, and Chapter 13 (Temporary Signs) (Village of Lincolnshire)**~~

Mayor Brandt recommended this item be placed on the next Committee of the Whole Meeting for consideration.

It was the consensus of the Board to place this item on the next Committee of the Whole Meeting for consideration.

**3.12 Preliminary Evaluation of Text Amendments to the Lincolnshire Zoning Code Regarding Office-Industrial Zoning District (O/I) Permitted & Special Use – Text Amendments (Village of Lincolnshire)**

Planning & Development Manager Zozulya provided a summary of the proposed preliminary evaluation of Text Amendments to the Lincolnshire Zoning Code regarding Office-Industrial Zoning District O/I permitted and special use. The need for revisions came about when Van Vlissingen and Company approached staff about concerns related to how to treat social workers/counseling type of professions. Staff's and the Village Attorney's interpretation was that these uses currently require a Special Use and cannot locate "by right" in the O/I district, based on the code definition of "physician's office". Staff then met with Van Vlissingen representatives to discuss uses that may be appropriate to either add to Village code or change the current permissibility. Planning & Development Manager Zozulya reviewed a list of recommendations for Board feedback as a result of research and meeting with Van Vlissingen.

Trustee Grujanac asked about physical or occupational therapists needing a large amount of space and would this be limiting to the requirement that no more than 25% of building area be occupied by medical uses. Planning & Development Manager Zozulya stated this could be limiting. Mayor Brandt stated her opinion is to not limit it to 25%. Trustee Leider suggested staff look at what other municipalities are allowing.

Planning & Development Manager Zozulya continued with the list of proposed changes.

Mayor Brandt asked about the current request for drug manufacturing district being a permitted use due to the hazmat issue. Village Manager Burke noted this would be a permitted use that would have to meet building and Fire Department requirements relative to storage and handling of the hazmat materials.

Mayor Brandt asked if there was anything specific that Van Vlissingen felt strongly about. Planning and Development Manager Zozulya noted physicians request was something Van Vlissingen felt strongly about since they have pending leases. Village Manager Burke noted Van Vlissingen would be in favor of more uses that could be deemed permitted by right as opposed to permitted with a special use that has direct lease-to-tenant buildout without coming before the Village Board process and brought up examples of what other communities allow.

Mayor Brandt asked about the time frame and process for the revisions to the code from staff. Planning & Development Manager Zozulya stated if the Board is in approval to move forward, staff would complete their review on time for the November Zoning Board publication hearing and then come back before the Board before the end of the year.

It was the consensus of the Board for staff to complete their review and

present to the Zoning Board in November.

3.2 Finance and Administration

**3.21 Official Announcement of Estimated Amount to be Raised by Ad Valorem Taxes for 2018 Tax Levy to be Collected in Fiscal Year 2019 (Village of Lincolnshire)**

Finance Director/Treasurer Peterson provided a summary of the official announcement of estimated amount to be raised by Ad Valorem taxes for 2018 Tax Levy to be collected in fiscal year 2019 as required by state statute. Finance Director /Treasurer Peterson asked for Board direction regarding *“maintaining the same rate of .241 for taxes as what has been done since 2013. If this the consensus of the Board, staff would like to bring back a tax levy ordinance seeking \$1,629,000.00.”*

Village Manager Burke distributed a cover sheet which notes the \$1,629,000.00 which maintains the tax rate of .241. The \$27,212 differential in the memo did not capture the full \$29,000,000 in assessed valuation growth while maintaining the rate of the .241. The increase in the amount over the past year would be \$76,000 to be levied but the rate would remain the same and spread across the new growth of \$29,000,000.

A brief conversion regarding the possibility of the rates going down in coming years and the current rate remaining the same for the past several years followed.

Village Manager Burke noted Trustee Servi sent out an email regarding a state-wide property tax which was referring to a referendum that he came across that is on the ballot in Kane County. The referendum asks voters if they support/oppose a state-wide, 1% real estate tax. Lake County Board also placed a question on the November ballot asking a question about a state-wide property tax. Village Manager Burke noted the General Assembly has talked about this matter, but there has been no movement on that issue.

Trustee Hancock asked staff to explain the allocation of the budget between Police Pension and IMRF; how does the Village determine where this goes. Village Manager Burke stated the Police Pension Fund amount is the request that Mr. Steven Lee, Pension Board President presented at the last meeting at the formal direction of the Police Pension Board. The Pension Board receives their actuarial determination on what their recommended contribution will be in the coming year and that number feeds into the calculation. The Illinois Municipal Retirement Fund (IMRF) is the retirement contribution for the non-sworn/non-Police Officer pension contributions which is an automatic percent calculator based upon the budget for salaried employees for the coming year.

A discussion regarding the levy amount for Public Safety followed.

A conversation regarding the calculations for the assessed value as it relates to the tax levy followed. Trustee Leider requested staff provide the exact calculations at the budget workshop meetings.

It was the consensus of the Board to direct Finance Director /Treasurer Peterson to prepare the 2018 Property Tax Levy using \$1,629,000 and to reduce the Police Protection levy if necessary to maintain a .241 tax rate for 2018.

3.3 Public Works

3.4 Public Safety

3.5 Parks and Recreation

3.6 Judiciary and Personnel

4.0 **UNFINISHED BUSINESS**

5.0 **NEW BUSINESS**

5.1 **Condition of Streets in the Village**

Trustee Hancock stated he has been out walking various streets and noted concern with regard to the condition of some of the streets. Trustee Hancock asked for the schedule of patching and repair work as it relates to the streets.

Village Manager Burke noted he would obtain information from staff regarding the schedule and ask staff to go out to look at the locations of concern.

5.2 **Leaf Pickup**

Trustee Grujanac asked when leaf pickup would begin. Village Manager Burke stated leaf pickup begins October 22<sup>nd</sup>.

5.3 **Bike Path North of Daniel Wright**

Trustee Leider asked about the time frame for repair work on the bike path north of Daniel Wright School. Village Manager Burke stated there has been a debate between the county and the church which seems to have been resolved late last week so the repairs should be moving forward fairly quickly at this point. Village Manager Burke stated he would verify the timing with Public Works.

Trustee Leider stated the county has continued to surprise residents with work requirements along Riverwoods Road and asked staff to see what could be done with regard to development review processes to prevent the surprises in the future.

**6.0 EXECUTIVE SESSION**

**7.0 ADJOURNMENT**

Trustee Grujanac moved and Trustee Hancock seconded the motion to adjourn. Upon a voice vote, the motion was approved unanimously and Mayor Brandt declared the meeting adjourned at 8:04 p.m.

Respectfully submitted,

**VILLAGE OF LINCOLNSHIRE**

Barbara Mastandrea  
Village Clerk

**REQUEST FOR BOARD ACTION**  
**Committee of the Whole**  
**October 22, 2018**

**Subject:** Sign Code (Title 12) Revisions

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**Action Requested:** Consideration of an Ordinance Amending Title 12 (Signs) regarding Changes to Chapter 3 (Definitions), Chapter 8 (Sign Construction & Design: General Standards), Chapter 11 (Prohibited Signs), Chapter 12 (Exempt Signs) and Chapter 13 (Temporary Signs)

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**Petitioner:** Village of Lincolnshire

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**Originated By/Contact:** Tonya Zozulya, Planning & Development Manager  
Department of Community & Economic Development

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**Referred To:** Architectural Review Board

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**Background:**

- The most recent Sign Code rewrite was adopted in June 2009. Since then, a number of revisions (including changes to wall, temporary, political and LED gas station monument signs, as well as sign landscaping) have been made to clarify or refine Code requirements. The latest changes to the Sign Code were adopted in March 2017 and pertained to off-premise monument signs for multi-tenant shopping centers, ground and awning signs, and sign districts.
- Staff and the Village Attorney identified additional areas where further amendments are warranted in response to recent temporary sign requests and staff research. The Village Attorney recommended the Village consider making changes to Chapter 13, Temporary Signs, in light of the 2015 Supreme Court case, *Reed vs. Town of Gilbert, Arizona*, to make temporary sign regulations content-neutral and not based on the sign message (see Document 2). Staff is also proposing amendments regarding permanent ground and wall sign illumination in Chapter 8 (Sign Construction & Design: General Standards), in response to resident concern. In addition, changes are proposed to Chapter 11 (Prohibited Signs) to allow temporary banner signs with conditions.
- The Village Board reviewed this request on September 11, 2017 and November 13, 2017 and referred it to the Architectural Review Board (ARB). During the referral, the Village Board directed the Village Attorney and staff to provide for a shorter temporary banner sign display period than other temporary free-standing signs in each Sign District. They also expressed a desire for the current temporary real estate sign maximum size of 6' in height and 6 square feet in area in residential zones to remain the same or be reduced, and no more than one real estate sign be permitted per lot which includes corner lots with two frontages.
- On January 16, 2018, the Architectural Review Board held a Public Hearing on the proposed Sign Code revisions. On March 20, 2018 and May 31, 2018, the ARB continued discussion

and requested staff research permanent sign dimming options. On September 4, 2018, the ARB completed its discussion and made a recommendation (see attached Document 8).

- Staff conducted several Northwest Municipal Conference and independent surveys (see attached Document 6) to obtain information from local communities on temporary sign regulations:
  - The first survey requested information on whether communities revised their codes in response to the *Reed* case and how they regulate certain signs. Ten communities responded. Two communities (Lake Zurich and Schaumburg) stated they have revised their Codes to make them more content-neutral based on the *Reed* case law. Deerfield, Bannockburn, Lake Forest, Lake Bluff, and Highland Park have not revised their Codes since the *Reed* case. The City of Lake Forest is currently reviewing their Sign Code for potential changes. Highland Park indicated they will consider revisions based on the *Reed* case during future sign Code amendments.
  - Staff also conducted a Northwest Municipal Conference survey to determine night time sign illumination requirements in other communities. The attached survey results show 13 communities responded, including Highland Park and Buffalo Grove that do not have such requirements. Six communities require signs to be turned off at night at different times, including “within an hour of business closing,” 11 p.m. - 6 a.m., 11 p.m. - 7 a.m., 12 a.m. - 6 a.m. and 1 a.m. - 7 a.m., all enforced on a complaint basis only. These communities indicated the sign turn-off requirement does not apply to 24-hour businesses. Additionally, staff researched the surrounding communities of Lake Forest, Lake Bluff, and Deerfield. All three communities reported signs were required to be turned off at night. Enforcement is conducted on a complaint basis. Lake Forest’s signs must be turned off after normal business closing; Lake Bluff’s - between 11 p.m. and 6 a.m.; and Deerfield – between 11 p.m. or business close (whichever is later) and dusk. Deerfield’s regulations apply to signs within 120’ of residential zones.
  - Additionally, Staff contacted nine North Shore communities to determine whether banner signs are allowed. Two communities (Lake Forest and Winnetka) stated they prohibit banners. Six (Highland Park, Lake Bluff, Northbrook, Glenview, Wilmette and Deerfield) allow them, with Deerfield’s permissibility applicable only to public and religious institutions only (e.g., schools, libraries, and churches). The Village of Glencoe did not respond to the survey.
- Attached is a draft ordinance, prepared by the Village Attorney, containing proposed changes (see attached Document 1).

### **Summary of Revisions:**

#### **Temporary Signs – Chapter 13**

- *Content Neutral Regulations* - The Village Attorney and staff reorganized the entire Temporary Sign Code chapter to retain current general requirements regarding sign design while creating broad regulations by sign type and Sign District (note: the existing Downtown, Residential, Corridor Commercial, and Office/Industrial Districts will not change with the proposed amendment). As proposed, there would no longer be different regulations based on the specific purposes of temporary signs, such as promotional, real estate, project announcement, construction, etc. These specific temporary sign names would be removed

from the Code. All types of temporary signs would be treated the same in each sign district, with regulations varying depending on whether it is a freestanding, banner, window, or a light pole sign. For example, temporary garage sale signs are proposed to be treated the same way as temporary real estate signs in the Residential Sign District and temporary promotional signs would be treated the same as temporary commercial real estate signs in the Downtown, Corridor Commercial and Office/Industrial District.

**ARB Recommendation: Support.**

- *Sign Size* - Signs in the Corridor Commercial District are proposed to be larger than signs in the Downtown and Office/Industrial Sign Districts because of higher speeds and need for larger sign messages expected along major arterials in that sign district. The only exception is temporary off-premise institutional signs advertising non-profit events (e.g., a church event). The rationale for this exception is these signs promote noncommercial speech and are regulated differently for the permitted maximum number of signs and their placement. Attached is a table comparing current and proposed sign regulations (note: as stated above, the revised Code would not contain any individual sign types mentioned by name to keep regulations content neutral). The proposed size is recommended to adequately accommodate all types of signs. The maximum number of days for signs (except banners) was slightly increased for the Residential and Office/Industrial Sign Districts (from 90 to 91 to make the number divisible by 7 for easier tracking) and in the Downtown/Corridor Commercial District (from 90 to 245 to adequately accommodate all types of signs). Banner signs are proposed to have a shorter display period (14 days in the Residential Sign District and 91 days in all other Sign Districts).

**ARB Recommendation: Support but reduce the display period for temporary signs, except banners, in the Downtown/Corridor Commercial Sign District from the originally proposed 245 days at the time of preliminary evaluation to 120 days to maintain the temporary nature of these signs. The ARB also recommended language to prevent staggering of time periods for banner and non-banner temporary signs.**

Given the Village Board's request for smaller residential real estate signs, the ARB determined the appropriate size should be 2 square feet in area and 4' in height for those residential signs that are not adjacent to an arterial road, such as Riverwoods Road and Half Day Road (this size is modeled after Lake Forest and Lake Bluff real estate signs – see attached Document 5). Since the new code would treat all types of signs the same in each sign district, all non-banner signs in the Residential Sign District not adjacent to an arterial would be capped at 2 square feet in area and 4' in height. The ARB recommended a maximum area of 16 square feet and maximum height of 6' for arterial signs in the Residential Sign District due to higher speed limits and need for enhanced visibility.

While the ARB did not request reducing the size of temporary banner signs not adjacent to arterial roads to match the proposed size of temporary non-banner signs in the Residential Sign District, staff recommends non-arterial banners in that district should be reduced from the proposed 16 square feet in area and 6' in height to 2 square feet in area and 4' in height. This will achieve consistency in sign dimensions within the Residential Sign District.

Staff is also concerned two different size requirements for arterial and non-arterial properties in the Residential Sign District will pose enforcement challenges with current resources. Staff seeks the Board's feedback whether the size should be standardized to 2 square feet in area and 4' in height. This reduction would mostly impact churches along Riverwoods Road that use temporary signs to advertise special events, requiring them to use much smaller signs than what is currently allowed (the current maximum permitted promotional sign size is 20 square feet in area and 6' in height).

- *Temporary Window Signs for All-Office Buildings:* The original draft ordinance, presented to the Village Board at preliminary evaluation, proposed revisions to allow temporary window signs on the first and second floors of all buildings, including office buildings, with the current limitation regarding the window sign size and placement. The current Code does not allow permanent or temporary window signs on the first and second floor of all-office buildings (occupied by office users only, such as the two-story NorthShore University medical office building in Lincolnshire Commons) and on the second floor of all other types of buildings, such as Village Green, CityPark, and Oak Tree Corners with mixed uses. This relaxation would allow first- and second-floor offices and other second-floor businesses the ability to display temporary window signs. No temporary window signs would be allowed above the second floor regardless of the building use.

**ARB Recommendation:** The ARB did not recommend the current prohibition be removed as they believe office users typically do not require window signs. Therefore, the attached draft ordinance does not contain any revisions to the current prohibition.

- *Banner Signs* - The draft Sign Ordinance also establishes new regulations for temporary free-standing banner signs (defined as "signs without a hard backing") which are currently prohibited. Staff received a request from Baceline Investments, owners of the Village Green Shopping Center, about allowing these signs. Baceline stated they believe hard backing signs are expensive to make and take up a significant amount of storage space. Baceline recently opted not to use signage to promote the Itty Bitty Pumpkin Patch special event for these reasons, noting they also plan to forgo sign advertisement for other events if the Village does not relax the code. Lincolnshire has historically prohibited banners for aesthetic reasons for all types of temporary signs. Besides Baceline, the Village has previously received requests for banner signs from local retailers, prospective businesses, corporations, and festival organizers who are interested in the ability to display wall and free-standing banners for promotion/advertisement and project announcements (e.g., grand openings, anniversary sales, menu specials, festivals, "coming soon"). Banners attached to walls, fences or other structures, as well as feather and pennant signs, would remain prohibited.

**ARB Recommendation:** The ARB supported allowing temporary free-standing banners. However, they recommended no canvas material banners be allowed due to maintenance concerns (only vinyl material could be used). Properties without sufficient space for the installation of temporary banner signs (as well as temporary non-banner signs) on private property would not be able to erect these types of signs.

Sign Construction & Design: General Standards – Chapter 8

- *Items of Information* - Staff proposes to relax the current “items of information” regulations for temporary signs only. Examples of “items of information” include business names, logos, as well as message bites such as “Opening winter 2018” and “Now hiring.” The current restriction of no more than 2 items of information is proposed to be eliminated to allow greater message flexibility. Staff determined the current limit was restrictive for temporary signs, with some types (real estate signs) sometimes needing to display as many as 10 items of information. The current 2-item of information restriction would continue to apply to permanent signs.

**ARB Recommendation: Support.**

- *Permanent Sign Illumination* - Staff also proposes to revise current permanent wall and ground sign illumination requirements. The Sign Code currently states illuminated wall and ground signs adjacent to or across the street from residentially zoned properties must be turned off between the hours of 11 p.m. and 7 a.m. unless a business is open past 11 p.m., in which case signs must be turned off between 1 a.m. and 7 a.m. There is an exemption for 24-hour gas station electronic message board signs which can stay lit at night (all three Lincolnshire gas stations are open 24 hours). The attached draft ordinance amends the current regulations to require only those signs that are located within 120’ of the façade of the nearest residential building, and are visible to residents, be switched off at business close but no later than 1 a.m. and be turned back at the earlier of business opening or 6 a.m. The proposed 120’ separation was modeled after the Deerfield Code to allow a greater number of signs to remain lit at night. Any sign in the Village would continue to be subject to the maximum 0.5 foot candle light intensity requirement so as not to adversely impact surrounding properties.

The vast majority of commercial signs are located along Milwaukee Avenue and not in close proximity to any residential homes. These signs also provide security and illumination in addition to parking lot and building lights which are not required to be turned off at night.

**ARB Recommendation: Support.**

**The ARB determined all signs located outside 120’ of residential dwellings would be allowed to remain lit, without being dimmed at night. The ARB’s determination was based on a recent staff inspection of 15 illuminated signs in the Village (see attached Document 7). The inspection was conducted at various commercial locations throughout the Village using an industry-standard light meter. Staff found the illumination levels of all 15 signs (except one) were 0 foot candles at the property line, which is 0.5 foot candles less than the maximum code-permitted illumination level. (Note: The Sign Code does not establish maximum brightness levels at the sign source or other locations.)**

**Staff is not aware of existing permanent signs in the Village that are currently within 120’ of residences with a direct line of sight toward windows and would be required to be turned off at night.**

Prohibited Signs – Chapter 11

- The prohibition regarding banner signs is proposed to be removed (see Chapter 13 discussion above). Temporary banners would be permitted with specific regulations.

**ARB Recommendation: Support.**

Exempt Signs – Chapter 12

- The regulation for “car for sale” signs is proposed to be revised to specify no more than one such sign may be placed on the interior of a car owned by the owner/tenant of the property where the car is advertised for sale.

**ARB Recommendation: Support.**

Definitions – Chapter 3:

- The definitions of “Institutional Sign” and “Off-Premise Institutional Sign” are proposed to be revised as shown on the attached to clarify the entities eligible for such signs.

**ARB Recommendation: Support.**

If the proposed code changes are adopted, staff will notify residents, businesses, organizations and area brokers about new requirements through the website, E-News, Lincolnshire Business Spotlight digital newsletter, regular newsletter and social media.

**Recommendation:**

Consideration of an ordinance amending Title 12, with feedback and direction to staff.

**Reports and Documents Attached:**

- Document 1: Draft ordinance containing revisions to Chapters 3, 8, 12 and 13 of Title 12, Sign Control, prepared by Staff and Village Attorney Simon.
- Document 2: A summary of the Reed vs. Town of Gilbert Supreme Court case, prepared by Ancel Glink Attorney Julie Tappendorf.
- Document 3: Sign District map from the current Sign Code.
- Document 4: Current Chapter 3 (Definitions), Chapter 8 (Sign Construction & Design: General Standards), Chapter 11 (Prohibited Signs), Chapter 12 (Exempt Signs) and Chapter 13 (Temporary Signs).
- Document 5: Photos of Lincolnshire, Lake Forest and Lake Bluff residential real estate signs.
- Document 6: Northwest Municipal Conference temporary sign survey results.
- Document 7: Sign brightness inventory, prepared by staff.
- Document 8: January 16, 2018, March 20, 2018 and May 31, 2018 ARB meeting minutes on the Sign Code.

<b>Meeting History</b>	
Village Board COW Preliminary Evaluation (initial)	September 11, 2017
Village Board Preliminary Evaluation (continued)	November 13, 2017
Architectural Review Board public hearing	January 16, 2018
Architectural Review Board (continued)	March 20, 2018
Architectural Review Board (continued)	May 31, 2018
Architectural Review Board (continued)	September 4, 2018
Village Board COW (current)	October 22, 2018

**VILLAGE OF LINCOLNSHIRE**

**ORDINANCE NO. \_\_\_\_\_**

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

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

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

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

**WHEREAS**, the Village has an important and substantial interest in preventing the proliferation of temporary signs of increasing size and dimensions as a result of competition between commercial property owners seeking the attention of passing motorists (*i.e.*, sign clutter); and

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

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

**WHEREAS**, the Village Board finds that the regulation of temporary signs in non-residential sign districts requires greater oversight to abate the effects which sign proliferation has on aesthetics and economic development; and

**WHEREAS**, the Village desires to ensure its temporary sign regulations conform to the legal precedent set by the U.S. Supreme Court case *Reed v. Town of Gilbert* (June 18, 2015), and are consequently characterized as content-neutral, time, place and manner restrictions; and

**WHEREAS**, the Village Board referred to the Architectural Review Board (“ARB”) a petition to research, consider and prepare proposed text amendments to the Sign Code to clarify and amend the standards for temporary signs; and

**WHEREAS**, following due publication of notice in the \_\_\_\_\_ on \_\_\_\_\_, 2017, a public hearing concerning the proposed amendments to the regulation of Temporary Signs in the Sign Code of the Village was convened by the ARB on \_\_\_\_\_, and continued from time to time until finally adjourned on \_\_\_\_\_; and

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

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

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

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

references in the ARB's findings are made the references of the Mayor and Board of Trustees of the Village of Lincolnshire.

SECTION TWO: Section 12-3-1 of the Village of Lincolnshire Sign Code is hereby amended by:

A. Repealing and replacing the definition of "Institutional Sign" with the following definition: "A sign erected by a not-for-profit entity, that has its principal place of business in Lincolnshire, which advertises a noncommercial event or activity being organized by such not-for-profit entity."

B. Repealing and replacing the definition of "Off-Premise Institutional Sign" with the following definition: "A freestanding sign erected by a not-for-profit entity, that has its principal place of business in Lincolnshire, which advertises a noncommercial event or activity being organized by such not-for-profit entity and which is located on any property or right-of-way other than where the event or activity shall occur."

SECTION THREE: Section 12-13-1 of the Village of Lincolnshire Sign Code is hereby replaced with a new Section 12-13-1 as presented in Exhibit A, attached hereto and incorporated as though fully Set forth herein.

SECTION FOUR: Other Changes.

A. Section 12-8-1(H)(2) is hereby revised as described below:

2. Each descriptive or identifying word, set of words, icon, logo, symbol or image on a sign shall be defined as an "item of information". For example, but not in limitation thereof, each of the following would be one (1) item of information: (a) the name of the business, even if multiple words, or (b) the business logo. The street number address of the business is not counted as an item of information. A company catchphrase or motto may be included on a sign only if it is a part of the legal name of a business. Products, services, telephone number, or a website address shall not be permitted as part of the Copy on a permanent sign unless it is part of the legal name of a business. ~~The display of either a website address or telephone number shall be permitted on Temporary Advertisement/Promotional and Institutional Signs, and such copy shall not count as an item of information for such signs.~~ The prohibition against displaying the names of products or services shall not apply to Awning/Canopy Signs ~~and Temporary Advertisement/Promotional Signs.~~ Temporary signs shall be exempt from any limitations on items of information.

B. Section 12-11-1(D) is hereby amended to read as follows:

- D. ~~Banners, Feather signs,~~ bunting, pennants and items of a similar nature, not including those permitted in accordance with this Title.
- C. Section 12-12-1(H) is hereby stricken and replaced with the following:
- H. On property owned or leased by the owner of one or more vehicles, one sign placed on the inside of only one of such owner's or lessee's vehicles shall be exempt from the regulations of this Chapter.
- D. Section 12-8-1(D) is hereby amended in the manner described below:
- D. Illumination Any sign illumination, including gooseneck reflectors must be designed, located, shielded and directed to prevent the casting of glare or direct light upon roadways and surrounding properties, or to distract the operators of motor vehicle or pedestrians in the public right-of-way. In the case of internally illuminated signs, the sign face must function as a filter for any illumination.
1. ~~Illuminated signs located on a lot adjacent to or across the street from~~ within 120 feet of any residential district dwelling and for which the sign face has a direct line of sight toward windows of such dwelling shall be turned off and not operated no later than one o'clock (1:00) A.M. or when the premises is no longer open to the public, whichever is earlier, and may be turned and operated no earlier than when the premises opens to the public or six o'clock (6:00) A.M., whichever is earlier. Notwithstanding anything herein to the contrary, for businesses which are open to the public 24 hours each day, illuminated signs are not required to be turned off any time the business remains open. For the purpose of this section D.1, the measurement shall be from the face of the sign to the nearest façade of the nearest dwelling. Except as provided in this paragraph, all other signs are not required to be turned off.
  2. Lighting for signs shall be in harmony with the signs' and the project's design. If outside lighting is used, it should be arranged so the light source is shielded from view.
  3. The maximum lighting shall be one-half ( $\frac{1}{2}$ ) footcandle, as measured at the property line reflecting from a white background aimed at the surface of the sign.
  4. All illuminated signs shall be equipped with a safety shut-off switch.

SECTION FIVE: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, either facially or as applied, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the

validity of the remaining portions hereof or any other application under which such provision is deemed permitted.

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

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

SO ORDAINED this \_\_\_\_\_ Day of \_\_\_\_\_, 2018, at Lincolnshire, Lake County, Illinois.

AYES:

NAYS:

ABSENT:

APPROVED:

\_\_\_\_\_  
Elizabeth J. Brandt, Mayor

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Barbara Mastandrea, Village Clerk

**EXHIBIT A**

**SECTION 12-13-1**

**TEMPORARY SIGNS**

## CHAPTER 13

### TEMPORARY SIGNS

#### SECTION:

#### 12-13-1 TEMPORARY SIGNS

##### A. General Regulations for all Temporary Signs

1. Except as otherwise permitted herein, signs shall be located entirely on property owned or controlled by the owner of the sign and shall be placed a minimum of five (5) feet from the property line.
2. Off-premise temporary signs for owners or tenants in unified commercial/mixed-use developments granted a Planned Unit Development designation shall be permitted, regardless of property ownership, so long as the sign is located within the boundaries of the Planned Unit Development.
3. Up to twenty-four (24) off-premises institutional signs are permitted, provided they are no larger than four (4) square feet in area, no taller than three (3) feet, and are displayed for no longer than twelve (12) days each display period. The display of an off-premises institutional sign shall not result in the diminution of the annual display period otherwise permitted for temporary signs on a given property.
4. No temporary sign may be illuminated.
5. No exposed framing shall be visible on temporary signs. All temporary signs must remain in good condition during the display period. Throughout the display period, corrective action must be taken immediately should there be any problems with the appearance, condition or maintenance of the sign and/or support hardware. Signs in disrepair are subject to removal by the Village.
6. No temporary sign shall extend over or into any street, nor any sidewalk, or other public thoroughfare or right of way a distance greater than four (4) inches from the wall to which it is attached, and shall not be placed or project over any wall opening capable of ingress and egress. No temporary sign shall be erected so as to prevent free ingress to or egress from any door, window or fire escape, nor shall any such sign be attached to any standpipe.

7. Temporary signs shall not be attached to fences, trees, utility poles or permanent signs (except temporary signs may be attached to permanent signs when there is a change of ownership or occupancy).
8. Temporary signs shall not be placed in a position that will obstruct or impair vision or traffic or in any way or manner create a hazard or disturbance to the health and welfare of the general public.
9. Multiple temporary signs located on the same frontage and the same zoning parcel in the Downtown and Corridor Commercial Sign Districts must be separated by 50 feet.
10. All temporary signs shall be removed within five (5) business days following the earlier to occur between (a) the expiration of the applicable display limitation, or (b) the subject of the sign being complete, expired, terminated or abandoned.
11. Any violation of the conditions and restrictions of this section shall result in the loss of forty-five (45) days from the annual maximum duration for the display of a temporary sign. Such penalty shall roll over to the next calendar year if less than 45 days remain in the applicable limitation.

**B. Regulations by Sign District**

1. Temporary freestanding signs, other than banners, are permitted in compliance with the regulations of **Tables 1 and 2** of this Section. For signs in the Residential Sign District, the regulations are divided between signs placed on private property in a yard which does or does not have frontage on an arterial road, including Riverwoods Road and Half Day Road (Illinois Route 22). For properties located in the Residential Sign District with frontage on an arterial road, temporary freestanding signs may be placed on either the front yard or corner side yard, but not both.

**Table 1**

<u>Sign District</u>	<u>Area</u>	<u>Height</u>	<u>Duration</u>
Residential (arterial)	16 sq. ft.	6 ft.	91 Days per display period; Minimum gap of 14 days
Residential (non-arterial)	2 sq. ft.	4 ft.	91 Days per display period; Minimum gap of 14 days
Downtown	20 sq. ft.	6 ft.	120 days per year in total; Not more than 6 separate times; Minimum gap of 7 days
Corridor Commercial	24 sq. ft.	6 ft.	120 days per year in total; Not more than 6 separate times; Minimum gap of 7 days
Office/Industrial	20 sq. ft.	6 ft.	91 days per year in total

**Table 2**

<u>Sign District</u>	<u>Materials</u>	<u># of Signs per Zoning Lot</u>	<u>Permit?</u>
Residential (arterial)	Corrugated Plastic, Wood or Metal	1	No
Residential (non-arterial)	Corrugated Plastic, Wood or Metal	1	No
Downtown	Vinyl, Balloons, Corrugated Plastic, Wood or Metal	2 per frontage	Yes
Corridor Commercial	Vinyl, Balloons, Corrugated Plastic, Wood or Metal	2 per frontage	Yes
Office/Industrial	Vinyl, Balloons, Corrugated Plastic, Wood or Metal	1 per frontage	Yes

2. Temporary signs affixed to the inside of windows are permitted, without a permit, in compliance with the regulations of **Tables 3 and 4** of this Section.

**Table 3**

<u>Sign District</u>	<u>Area</u>	<u>Height</u>	<u>Duration</u>
Downtown	No greater than 25% of the window area <sup>a</sup>	Limited to Only the First Floor	91 days per year in total; Not more than 6 separate times; Minimum gap of 14 days
Corridor Commercial	No greater than 25% of the window area	Limited to Only the First Floor	91 days per year in total; Not more than 6 separate times; Minimum gap of 14 days

<sup>a</sup> “Window area” is defined as a continuous surface comprised of one (1) or more window panes until divided by an architectural or structural element. Mullions are not considered an element that divides a window area. A “window pane” is each discrete piece of glass which is mounted in its own frame.

**Table 4**

<u>Sign District</u>	<u>Placement</u>	<u>Materials</u>	<u>Copy Area</u>
Downtown	Interior	Plastic Decals, Corrugated Plastic, Wood or Metal	2” from the edge of any window pane
Corridor Commercial	Interior	Plastic Decals, Corrugated Plastic, Wood or Metal	2” from the edge of any window pane

3. Temporary signs attached to Village-owned poles and parking lot light poles are permitted to be erected by the owner of such pole in compliance with the regulations of **Tables 5 and 6** of this Section.

**Table 5**

<u>Sign District</u>	<u>Area</u>	<u>Height</u>	<u>Duration</u>
Downtown	8 sq. ft.	The face of the sign may not exceed 15 feet nor be lower than 8 feet	91 days per year in total; Not more than 6 separate times; Minimum gap of 14 days
Corridor Commercial	8 sq. ft.	The face of the sign may not exceed 15 feet nor be lower than 8 feet	91 days per year in total; Not more than 6 separate times; Minimum gap of 14 days

**Table 6**

<u>Sign District</u>	<u>Materials</u>	<u>Copy Area</u>	<u>Permit?</u>
Downtown	Plastic, Canvas	2" from the edge of any window pane	Yes
Corridor Commercial	Plastic Canvas	2" from the edge of any window pane	Yes

4. Temporary freestanding banner signs are permitted in compliance with the regulations of **Tables 7 and 8** of this Section. Banners may not be affixed or attached to a wall.

**Table 7**

<u>Sign District</u>	<u>Area</u>	<u>Height</u>	<u>Duration</u>
Residential	16 sq. ft.	6 ft.	14 Days per display period; Minimum gap of 14 days
Downtown	20 sq. ft.	6 ft.	91 days per year in total; Not more than 14 days for each display period; Minimum gap of 14 days
Corridor Commercial	24 sq. ft.	6 ft.	91 days per year in total; Not more than 14 days for each display period; Minimum gap of 14 days
Office/Industrial	20 sq. ft.	6 ft.	91 days per year in total

**Table 8**

<u>Sign District</u>	<u>Materials</u>	<u># of Signs per Zoning Lot</u>	<u>Permit?</u>
Residential	Vinyl	1	Yes
Downtown	Vinyl	1 per frontage	Yes
Corridor Commercial	Vinyl	1 per frontage	Yes
Office/Industrial	Vinyl	1 per frontage	Yes

5. The duration for the display period for temporary freestanding signs and temporary banner signs shall not be cumulative, but shall be measured concurrently.

## Supreme Court's Sign Case May Require Sign Code Amendments

Friday, June 19, 2015 [Julie Tappendorf](#)

From Ancel Glink blog

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As we noted yesterday, the Supreme Court finally issued its ruling in the sign case involving a local church's challenge to the Town of Gilbert, Arizona's sign regulations. [Reed v. Town of Gilbert, Arizona \(USSCT, June 18, 2015\)](#). In a nutshell, the Supreme Court held that the Town's sign code was a content-based regulation that could not survive the strict scrutiny required by the First Amendment. This case is certain to have an impact on how local governments regulate signage within their community, and is likely to require most communities to review and revise their current sign regulations to bring them into conformity with the Supreme Court's decision.

The facts are fairly straightforward. The Good News Community Church wanted to advertise the time and location of their Sunday services. They did not have a regular site for services, so held them at various locations in or near the Town of Gilbert. To inform the public about the services, they posted 15-20 temporary signs around the Town of Gilbert that included the name of the church, and the time and location of the upcoming service. After the church was cited by the Town for violating the Town's sign code, the church sued the Town, arguing that the sign code violated their freedom of speech rights under the First Amendment. The Ninth Circuit Court of Appeals ruled in favor of the Town and upheld the sign code as a content-neutral regulation. The U.S. Supreme Court disagreed, however, finding the sign regulations content-based.

According to the Supreme Court, a government regulation of speech is content based if a law applies to particular speech because of the topic discussed or the idea or message expressed. Thus, a court must consider whether a regulation of speech "on its face" draws distinctions based on the message a speaker conveys. According to the Court, the Town's sign code is content based on its face because the Town treats temporary directional signs, political signs, and ideological signs (all temporary signage) differently, depending "entirely on the communicative content of the sign." For example, ideological signs (signs communicating noncommercial messages that are not directional political, garage sale, or construction signs) are treated most favorably of the three categories. Political signs, on the other hand, are treated somewhat less favorably (stricter time limits and size restrictions) than ideological signs. And directional signs relating to events are treated even less favorably, with much more restrictive size and time restrictions. In the Court's view, singling out a specific subject matter for differential treatment, as evidenced by the way the Town treated these three categories of signs, is the perfect example of content-based discrimination.

Because the sign code imposes content-based restrictions on speech, they could only be upheld if they can survive strict scrutiny. That means that the Town had to prove that the restriction "furthers a compelling interest and is narrowly tailored to achieve that interest." The Town's two arguments in favor of a governmental interest (aesthetics and traffic safety) were not, according to the Court, a sufficiently compelling reason to treat directional event signs less favorably than other temporary signs. For example, there was no evidence that the type of directional signs placed by the church posed any greater threat to traffic safety than ideological or political signs. There was also no evidence that limiting directional signs but allowing larger ideological signs for a longer period of time would protect the aesthetics of the Town.

The opinion raises a number of questions, including what a municipality can legally do to regulate signs. The majority opinion does not provide much guidance, except to say that its decision "will not prevent governments from enacting effective sign laws." The Court stated that the Town has a variety of "content-neutral" options available to protect aesthetics and traffic safety, such as regulating the size, building materials, lighting, and other aspects of signs that have nothing to do with the sign's message. The Court also noted that the Town could completely ban signs from public property, so long as it is done in an evenhanded manner. What the Town could not do, however, was treat similar signs differently based on the message on the sign.

Justice Alito wrote a concurring opinion, joined by Justices Kennedy and Sotomayor, attempting to provide guidance to local governments as to what type of sign regulations would not be content-based, including the size, lighting, electronic vs. static, location, total number of signs along a roadway, and time limits for signs advertising a one-time event. However, the Town of Gilbert's temporary signs included many of these same regulations, but those were struck down because they differed between categories. Does that mean that a municipality can limit the size of signs, but that limitation must apply to all signs, regardless of type or function?

Justice Kagan also wrote a concurring opinion, joined by Justices Ginsburg and Breyer, acknowledging that many sign ordinances are now in jeopardy due to the Court's decision. Specifically, Justice Kagan noted that a municipality may have to repeal sign exemptions for warning, caution, and similar signs to ensure the code does not discriminate based on the message of the sign. Although Justice Kagan agreed with the majority that the Town of Gilbert's code could not survive strict scrutiny, she cautioned that the broad scope of the majority's ruling will result in striking down other entirely reasonable laws because they simply cannot survive a strict scrutiny review.

So, what does this mean for municipal sign codes? Many, if not most municipalities regulate categories of signs in a way that would subject them to the same content-based analysis used by the Supreme Court to strike down Gilbert's sign code. Political signs are a very good example, particularly in Illinois, where state law prohibits municipalities from restricting the number and time limits for political signs installed on residential property. Does that mean that a municipality must eliminate restrictions on time limits and number of signs for all temporary signs or risk a challenge that it is treating other temporary signs less favorably than political signs? Maybe.

There are plenty of other questions that municipalities will have to answer following this decision, which will certainly impact the way sign codes treat categories of signage with similar characteristics (like temporary signs). It is very likely that most municipalities will need to modify their codes, or risk a challenge that their own codes are unconstitutional.

Post Authored by Julie Tappendorf



## CHAPTER 3

### DEFINITIONS

#### SECTION:

#### 12-3-1 DEFINITIONS

**A-Frame Sign.** Any temporary advertising device ordinarily in the shape of an “A,” or some variation thereof, located on the ground, not permanently attached and easily movable, and usually two-sided. Also called a “sandwich board” sign. This definition includes reference to the illustration of such sign on this page for explanatory, but not limiting, purposes.



*Typical A-frame sign*

**Abandoned or Obsolete Sign.** Any sign which after fifteen (15) days no longer correctly directs or exhorts any person, advertises a business, lessor, owner, or activity or product available on the premises where the sign is displayed.

**Approved Combustible Material.** Any material more than six-hundredths (0.06) inch thickness, which burns at a rate of not more than two and one-half (2½) inches per minute when subjected to the then prevailing American Society for Testing Materials standard test for flammability in sheets of six-hundredths (0.06) inch in thickness.

**Attention Getting Device.** Any pennant, flag, valance, banner, propeller, spinner, streamer, searchlight, balloon, ornamentation, sparkler or similar device designed for the purpose of attracting attention, promotion or advertising.

**Awning.** A structure of canvas, canvas-like or other materials extended over a window or door or over a patio, deck, etc. as a protection from the sun or rain.

**Balloon.** A flexible container, generally made of rubber or mylar, inflated with air and then sealed at the neck, used for decoration.

**Balloon Sign.** A sign comprised of balloons. Displays designed to inflate or move by use of a fan or blower shall be prohibited.

**Banner Sign.** Any temporary sign printed or displayed upon cloth or other flexible material with or without frames.

**Blade Sign or Projecting Sign.** A sign which extends out from a building face or wall so that the sign face is perpendicular or at an angle to the building face or wall. This definition includes reference to the illustration of such sign on this page for explanatory, but not limiting, purposes.



*Blade sign or projecting sign*

**Building.** Anything constructed for the shelter or enclosure of persons, animals, chattels, or movable property of any kind, and which is permanently affixed to the land.

**Building Face or Wall.** The entire window and wall area of a building in one place or elevation.

**Building Frontage.** The linear length of a building facing the street.

**Building Sign.** A sign lettered to give the name or address of a building itself, as opposed to the name of occupants or services.

**Cabinet Sign.** An internally illuminated cabinet style box sign in which each letter is not individually articulated.

**Canopy.** Any structure, other than an awning, made of cloth, metal, or other material, attached to and deriving its support from the side of a building or structure for the purpose of shielding a platform, stoop or sidewalk from the elements. This definition includes reference to the illustration of such sign on this page for explanatory, but not limiting, purposes.



*Typical canopy sign*

**Classic Sign.** An original sign or a duplicate of an original sign, which is at least twenty-five (25) years old, that possesses unique physical design characteristics and has been determined to be of extraordinary significance to the Village.

**Combustible Material.** Any material which will ignite at or below a temperature of one thousand two hundred degrees Fahrenheit (1,200° F) and will continue to burn or glow at that temperature.

**Construction Sign.** A Temporary Sign which functions to identify a residential subdivision or non-residential developments where the vehicular entrance and/or existing permanent identification sign may be removed, relocated, or hidden due to surrounding construction, which is unrelated to any such development.

**Copy (Permanent and Temporary).** The wording and numbering on a sign either in permanent or removable letter form.

**Copy Area.** The area in square feet of the smallest geometric figure, which encloses the actual copy of a sign. For Wall Signs, the copy area refers to the message, not to the illuminated background.

**Department of Community and Economic Development.** The Department authorized by the Village Manager to administer the provisions of this Title.

**Directional Sign.** Any sign which serves solely to designate the location or direction of an activity, business or event. Directional signs may also identify walkways, parking lot entrances and exits, and features of a similar nature.

**Directory Sign.** A sign located on the exterior of a building which functions to identify the occupants of the building or group of buildings which are divided into rooms or suites used as offices or studios.

**Double-Faced Sign.** A sign constructed to display its message on the outer surfaces of two (2) identical and opposite planes erected at an angle of thirty degrees (30°) or less.

**Electrical Sign.** Any sign containing electrical wiring which is attached or intended to be attached to an electrical energy source.

**Electronic Sign.** Signs whose alphabetic, pictographic or symbolic informational content can be changed or altered on a fixed display screen composed of electrically illuminated segments. For the purposes of this Code, electronic signs within Ground or Wall Signs are regulated as one (1) of the two (2) following types:

**A. Electronic Display Screen.** A sign, or portion of a sign, that displays an electronic image or video, which may include text. This definition includes television screens, or video panels, whether made of plasma, LED, OLED or other digital projection technology and holographic displays. This definition includes reference to the illustration of such sign on this page for explanatory, but not limiting, purposes.



*Electronic display screen*

**B. Electronic Message Sign.** Any sign, or portion of a sign, that uses changing lights to form a message or messages in text form wherein the sequence of messages and the rate of change is electronically programmed and can be modified by electronic processes. This definition includes reference to the illustration of such sign on this page for explanatory, but not limiting, purposes.



*Electronic message sign*

**Erected.** This term shall mean attached, altered, built, constructed, reconstructed, enlarged or moved, and shall include the painting of wall signs, but does not include copy changes on any sign.

**Exempt Signs.** Signs exempted from normal permit requirements.

**Externally-Illuminated Sign.** Any sign, any part of which is illuminated from an exterior artificial light source mounted on the sign, another structure or the ground.

**Facade.** The face of a building from grade to parapet in height and from side wall to side wall in width.

**Frontage.** All the property on one (1) side of a street between two intersecting streets measured along the street line, or, if the street is a dead-end, then all the property abutting on one (1) side between an intersecting street and the dead-end of the street.

**Glare.** A distinct light source within the visual field that is sufficiently brighter than the ambient level of brightness to which the eyes are adapted to cause a visual disturbance or nuisance.

**Grade.** The average level of the finished surface of the ground adjacent to the base of the sign.

**Ground Floor.** Any floor that is not more than three (3) feet above or below Grade.

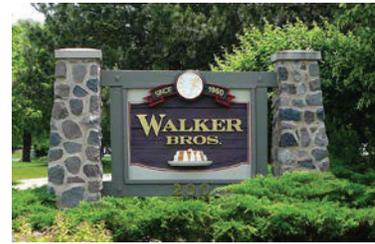
**Ground Sign.** A sign that is attached to a completely self-supporting structure, which is regulated as one (1) of the two (2) following types:

**A. Ground Sign – Monument.** Any sign, other than a double post sign, placed upon or supported by a foundation in the ground independent of any other supporting structure. As distinguished from a Pole Sign, the base of any monument sign must be a minimum of seventy-five percent (75%) or more of the width of the Sign Face that is to be situated upon the base. This definition includes reference to the illustration of such sign on this page for explanatory, but not limiting, purposes.



*Monument sign*

**B. Ground Sign – Double Post.** A sign erected and maintained between two (2) freestanding supports and not attached to any building, but not including a ground monument sign. As distinguished from a ground monument sign, both supports of the sign must be identical in design and structure. This definition includes reference to the illustration of such sign on this page for explanatory, but not limiting, purposes.



*Double post sign*

**Home Occupation Sign.** Any sign indicating an occupation or profession practiced by a person lawfully residing on the premises, which is clearly incidental and secondary to the residential use of the dwelling.

**Identification Sign.** Any sign which functions to identify the legal corporate or registered trade name of a business, an institution, occupant, apartment, residence, school or church, and not advertising any product or service.

**Incombustible Material.** Any material which will not ignite at or below a temperature of one thousand two hundred degrees Fahrenheit (1,200° F) and will not continue to burn or glow at that temperature.

**Individual Letter Sign.** Any sign made of self-contained letters, characters, icons, logos or symbols that are mounted on the face of a building, or on top of or below a marquee. For the purpose of this Title, a change, but not the replacement and repair of any character, icon, logo or symbol of an individual Letter Sign shall be deemed a change to the Sign Face regardless of whether the changed Sign comprises more, less or the same Sign Area.

**Institutional Bulletin Board Sign.** A sign which accommodates manually changeable copy and displays information on activities and events of a Village entity or community-oriented organization.

**Institutional Sign.** Signs erected by a Village entity, a community-oriented organization, religious institution, or public educational facility which advertises an event being sponsored by said entity or organization.

**Internally-Illuminated Sign.** A sign illuminated by a light source, either incandescent, fluorescent, neon or other light that is enclosed by the sign panel(s) or within the sign.

**Lot.** A Zoning Lot, except as the context herein shall indicate a Lot of Record.

**Lot of Record.** A lot shown on a plat properly recorded in the office of the Lake County Recorder of Deeds prior to the effective date of this Code.

**Lot, Zoning.** A parcel of land, at least one (1) lot line of which is a public street line, which is located within a single block, and which is or will be used, developed or built upon as a unit or as a lot within a planned unit development. A zoning lot may or may not coincide with a lot of record.

**Lot Line.** A boundary of a zoning lot.

**Marquee.** Any fixed hood other than a canopy or awning which is supported solely by the building to which it is attached, constructed of metal or other noncombustible material, and includes a sign or advertising announcements regarding entertainment and amusement.

**Master Sign Plan.** A plan that establishes and coordinates the overall sign design of a building or building site in order to provide direction for current and future tenants.

**Menu Board.** A device which functions to list items for sale at a drive-thru restaurant.

**Message, Advertising.** That copy on a sign describing products or services being offered to the public.

**Message, Noncommercial.** That copy on a sign which does not direct attention to a business or to a service or commodity for sale, and is typically of a political, religious, or ideological nature.

**Moving Sign.** A sign or other advertising structure with moving, revolving or rotating parts, or visible mechanical movement of any kind, including wind-activated signs. Clocks are not considered signs with moving parts.

**Nit.** A non-SI (International System of Units) unit of luminance equal to one candela per square meter (1 nit = 1 cd/m<sup>2</sup>) used to measure brightness of an Electronic Sign. For the purposes of measuring nits, a light meter which computes brightness in "luminance" shall be used per the instructions of the specific light meter used.

**Nonconforming Signs.** Any advertising structure or sign which was lawfully erected and continuously maintained prior to such time as it came within the purview of this Title and any amendments hereto, and which fails to conform to all applicable regulations and restrictions of this Title.

**Off-Premise Institutional Sign.** Any sign which directs attention to an event being sponsored by a Village entity or community-oriented organization, but is not located on the premises of such entity or organization.

**Off-Premises Sign.** Any sign which directs attention to a business, service, product or entertainment not sold or offered on the premises on which the sign is located. Also called a "billboard." Off-premises Identification signs in unified commercial/mixed-use developments granted a Planned Unit Development designation shall be permitted, regardless of property ownership, provided such signs are designed as Ground Monument or Ground Double-Post signs.

**Owner.** Any person who is the record title owner of any lot or parcel of land and all duly authorized agents of such owner, beneficiaries of a land trust which is the record owner of any such lot or parcel of land, any purchaser including contract purchasers, any person having a vested or contingent interest in the lot or parcel of land in question, or the legal representatives of any such persons. For the purposes of this Chapter, there shall be a rebuttable presumption that the person to whom tax bills have been sent for the past year, according to the records of the Lake County, is an Owner.

**Parapet or Parapet Wall.** That portion of a building wall that rises above the roof level.

**Pennant Sign.** Any geometric shaped cloth, fabric or other lightweight material normally fastened to a stringer, which is secured or tethered so as to allow movement of the sign.

**Permanent Sign.** A sign attached to a structure or the ground which is made of materials intended for long-term use, such that it is considered a fixture of such structure or property.

**Person.** Includes any individual, firm, partnership, association, corporation, company or organization of any kind, whether for profit or not for profit.

**Pole Sign.** A sign which is supported by one (1) pole extending from the ground.

**Political Sign.** A sign whose function is to draw attention to or communicate a position on any issue, candidate or measure that is the subject of national, state or local debate.

**Portable Sign.** A sign not permanently attached to the ground or a building that includes changeable copy.

**Project Announcement Sign.** A Temporary Sign which functions to identify an upcoming construction project, architect, contractor, builder, engineer and/or tenants related to new residential subdivisions or non-residential buildings and/or developments.

**Real Estate Sign.** A sign erected for purposes of advertising a parcel or building to be available for sale or lease.

**Real Estate Sign Rider.** A sign panel attached to the main real estate sign structure displaying additional items of information.

**Residential Development Sign.** A permanent identification Sign located at major entrances designed to identify a residential subdivision and containing no commercial advertising.

**Roof Line.** The top edge of the roof or the top of the parapet, whichever forms the top line of the building elevation.

**Roof Sign.** Any sign located on or attached to and extending above the roof of a building. For a building with a mansard roof, any sign affixed to the roof but which does not extend higher than the top of the roof shall be designated a wall sign.

**Sign.** Any visual device or representation designed or used for the purpose of communicating a message or identifying a product, service, person, organization, business or event, with the use of words or characters, visible from outside the premises on which such device is located.

**Sign Area.** The entire area of the sign background, including any material or color forming the background used to differentiate the sign from the backdrop or structure against which it is placed.

**Sign Face.** The visible sign proper including all characters and symbols, excluding essential structural elements which are not an integral part of the display.

**Sign Height.** The entire height of the sign, including decorative elements, as measured from grade.

**Sign Structure.** Any structure, or material which supports, has supported or is capable of supporting or keeping a sign in a stationary position, including foundation and decorative covers.

**Street.** A right-of-way dedicated or used as a public thoroughfare or easement that affords primary means of access to contiguous property.

**Structure.** Anything constructed or erected with a fixed location on the ground, or attached to something having a fixed location on the ground. Without limitation on the foregoing, a structure shall include buildings, fences, walls, billboards and signs.

**Temporary Sign.** A sign not intended or designed for permanent display.

**Temporary Advertisement Sign.** A sign advertising a temporary event or product/service and not intended or designed for permanent display.

**Temporary Identification Sign.** A sign cover not intended or designed for permanent display placed over an existing ground sign for a change in building occupancy that results in an immediate need to identify the legal corporate or registered trade of a new occupant.

**Temporary Window Sign.** A sign attached to or placed upon a window or door of a building intended for viewing from the exterior of such a building and not intended or designed for permanent display.

**Under-Awning Sign.** Any sign attached to and mounted under an awning.

**Under-Canopy Sign.** Any sign attached to and mounted under a canopy.

**Variance.** A relaxation of the terms of this Chapter where such relaxation will not be contrary to the public interest and where, due to conditions peculiar to the property and not the direct result of the actions of the owner, a literal enforcement of the Code would result in unnecessary hardship.

**Vehicle Sign.** Any sign that is displayed in or on an automobile, truck, bus, trailer or other vehicle that is being operated or stored in the normal course of business, such as signs indicating the name of the owner or business which is located on moving vans, delivery trucks, retail trucks and trailers, and the like provided that the vehicle is parked and stored in areas appropriate to their use and in compliance with other applicable Village ordinances.

**Village.** The Village, or Municipality of Lincolnshire, Illinois.

**Wall Sign.** A sign attached to or erected against a façade, the wall of a building or retaining wall with the face in a parallel plane of the wall to which it is attached.

**Window Display.** Any presentation of merchandise along with associated artwork placed behind a window. Window displays are not considered signs.

**Window Identification Sign.** A window sign that identifies the legal corporate name or registered trade name of the entity therein.

**Window Sign.** Any sign located within a building interior that is intended for viewing from the exterior of such a building.

**Window Wrap.** A non-advertising design element comprised of a film or acetate bonded to the interior of a window that depicts either images that incorporate the exterior design elements/style of the building on which the window is located, or provides a graphic representation of elements of the business within. Lettering and company logos are prohibited.

## CHAPTER 8

### SIGN CONSTRUCTION AND DESIGN: GENERAL STANDARDS

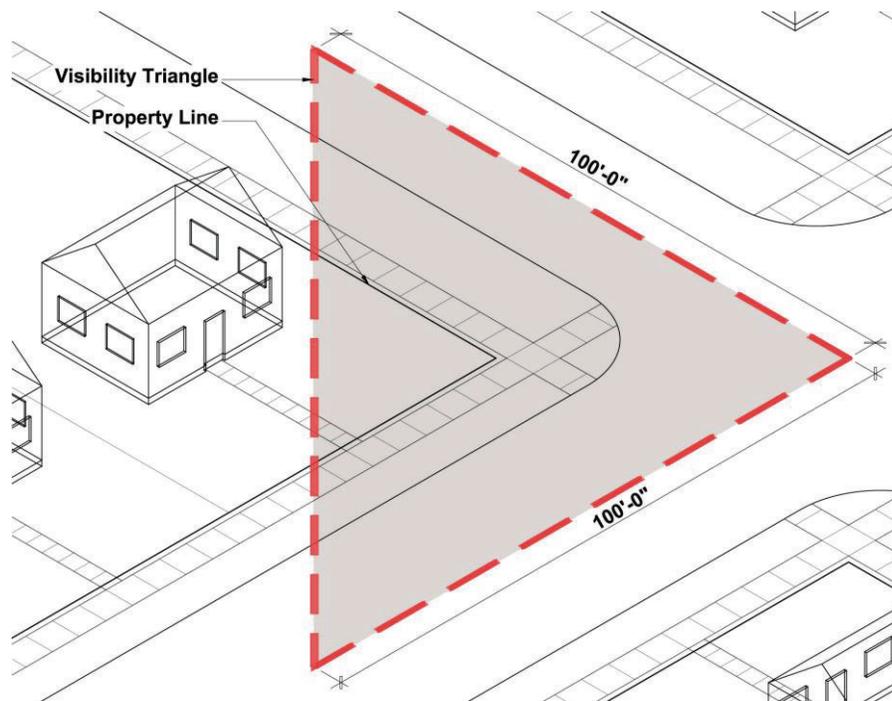
#### SECTION:

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

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

##### A. Location

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



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

## **B. Sign Structure and Installation**

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

## **C. Wind Pressure and Direct Load**

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

## **D. Illumination**

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

1. Illuminated signs located on a lot adjacent to or across the street from any residential district shall be turned off and not operated between the hours of eleven o'clock (11:00) P.M. and seven o'clock (7:00) A.M., unless the premises on which or for which the sign is specifically operating is engaged in the operation of its business later than eleven o'clock (11:00) P.M., in which event, the sign shall not be operated past the hour of one o'clock (1:00) A.M.
2. Lighting for signs shall be in harmony with the signs' and the project's design. If outside lighting is used, it should be arranged so the light source is shielded from view.
3. The maximum lighting shall be one-half ( $\frac{1}{2}$ ) footcandle, as measured at the property line reflecting from a white background at the surface of the sign.
4. All illuminated signs shall be equipped with a safety shut-off switch.

## **E. Landscaping**

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

1. For every one (1) square foot of gross sign area, there shall be provided a minimum of two (2) square feet of landscape area.
2. The sign landscape plan must be drawn to scale, and shall show the dimensions of the proposed landscape area. The sign landscape plan shall provide a species list which includes the common and scientific name, size, quantity, and period of flowering (annuals and perennials), for all proposed plant material.
3. The sign landscape plan will utilize a variety of plant types including, but not limited to; deciduous and evergreen shrubs, annual and perennial plants and grasses, and ground covers, to achieve both height variation and color interest throughout the four seasons. Ground signs must be landscaped with small shrubs a minimum of eighteen (18) inches in height at planting. The remainder of the landscaped area must be planted with perennials or other groundcover.

4. To provide diversity, at least two (2) different types of plant material must be installed, excluding turf and annual flowers, provided that at least one plant type shall consist of evergreen shrubs or groundcovers. If evergreen shrubs or groundcovers are not used at all, at least three (3) different types of plant material must be installed, one of which may be annual flowers.

If any portion of the required planting area is located less than fifteen (15) feet from the edge of the street, that portion shall be exempt from the evergreen requirement and shall include a minimum of two (2) different types of plant material, one of which may be annual flowers.

5. In addition to the plantings described above, the sign landscape plan shall also include soil protection such as, but not limited to, ground cover plants or organic hardwood mulch. However, no more than twenty-five percent (25%) of the total landscape bed may be void of plants at any one time.
6. All landscaping must be maintained in good condition, and free and clear of rubbish and weeds.
7. Sign landscaping must conform to the requirements of this section within one (1) year after the effective date of this Code.

#### **F. Glass**

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

#### **G. Lettering**

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

#### **H. Items of Information**

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



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

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

#### **I. Maintenance**

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

#### **J. Design Criteria**

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

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

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

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

**K. Sign Face to be Smooth**

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

**L. Copy Area Appearance**

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

**CHAPTER 11**  
**PROHIBITED SIGNS**

**SECTION:**

**12-11-1 PROHIBITED SIGNS**

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

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

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

## CHAPTER 12

### EXEMPT SIGNS

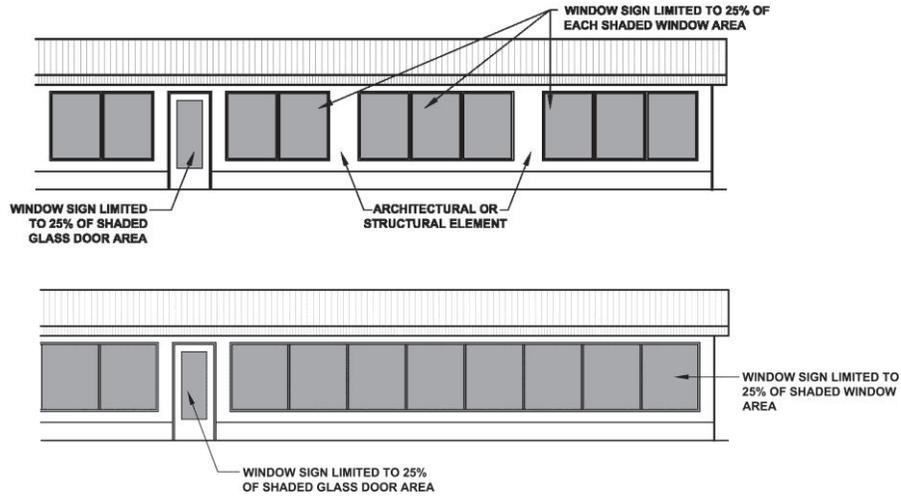
#### SECTION:

#### 12-12-1 EXEMPT SIGNS

The provisions and regulations of this Title shall not apply to the following signs; however, said signs shall be subject to the provisions of Section 12-10-1.

- A. Decorations and traditional lighting schemes displayed in connection with civic, patriotic or religious holidays.
- A. Directory signs no more than six (6) square feet in surface area.
- B. Institutional Bulletin Board. One (1) bulletin board sign with a Sign Area not more than twelve (12) square feet not to exceed a maximum height of six (6) feet for a place of worship, library, school or other public building, provided such sign shall be located on the same zoning lot as the principal building.
- C. Miscellaneous information signs. The following types of miscellaneous information signs shall be exempt from sign permit requirements:
  - 1. Matter appearing on newspaper vending boxes.
  - 2. Matter appearing on or adjacent to entry doors such as PUSH, PULL, OPEN and/or CLOSED.
  - 3. Matter appearing on display windows or doors denoting hours of operation, credit cards accepted, and similar information.
  - 4. Information pertaining to the operating instructions, name or logo of vending machines and automatic teller machines. Such signs shall not exceed thirty (30) percent of that portion of the machine upon which the sign is placed and shall appear on only one (1) of its faces.
- D. Official federal, state or local government traffic, directional and informational signs and notices issued by any court, person or officer in performance of a public duty or any other sign that is required to be posted by any government agency, including but not limited to signs described in the Manual on Uniform Traffic Control Devices, the Illinois Vehicle Code and the Illinois Highway Code.
- E. Plaques or tablets, denoting names of buildings and date of erection cut into any masonry surface.
- F. Political signs are permitted only on private property and require consent of the property owner. Signs may be double-sided and shall be limited to six (6) square feet in area per side and a maximum height of four (4) feet.
- G. Residential street and/or house signs not exceeding one and one-half (1½) square feet in area, which are limited to address information.

- H. Signs placed or painted on parked vehicles for the sale of the vehicle. Signs for sale vehicles must be located on the owner's premises and only one (1) such sign may be displayed regardless of the number of vehicles for sale.
- I. Signs warning of construction, excavation or similar hazards so long as the hazard exists.
- J. Signs placed by utilities to show the location of underground facilities.
- K. The following alteration and maintenance operations are exempt from sign permit requirements:
  - 1. Changing of the advertising copy or message on an existing changeable copy sign or similar approved sign, whether illuminated or non-illuminated.
  - 2. Painting, repainting, cleaning, changing permitted items of information, or other normal maintenance and repair of a sign, not involving structural changes or changes in the electrical components of the sign.
  - 3. Subject to the sign owner's consent, a noncommercial message of any type may be substituted, in whole or in part, for any commercial message or any other noncommercial message provided that the sign structure or mounting device is permitted without consideration of message content. Such substitution of message may be made without any additional approval or permitting. This provision prevails over any more specific provision to the contrary within the Title. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over noncommercial speech, or favoring of any particular noncommercial message over any other noncommercial message. This provision does not create a right to increase the total amount of signage on a parcel, nor does it affect the requirement that a sign structure or mounting device be properly permitted.
- L. Warning sign. Warning signs, such as "no trespassing," "beware of dog," "no solicitation", etc., each not more than one (1) square foot in size and not to exceed two (2) per zoning lot.
- M. Umbrella signs may display only the name and logo of the business operating on the premises where the umbrella signs are located. Umbrella signs shall be of a color and appearance that is harmonious with the color and appearance of the business to which they belong.
- N. Window signs for permanent display are permitted in the Downtown and Corridor Commercial Sign Districts, subject to the following standards.
  - 1. Window signs affixed to, on the inside of, or within the interior of a window shall occupy no more than twenty-five percent (25%) of the surface of each window area and be located at least six (6) inches from the edges of any individual window area. "Window area" is counted as a continuous surface comprised of one (1) or more window panes until divided by an architectural or structural element. Mullions are not considered an element that divides a window area. A "window pane" is each discrete piece of glass which is mounted in its own frame.



*Illustration of window sign area 12-12-1-O-1*

2. One (1) window sign shall be permitted for each facade of a building or tenant space that faces a street which includes a display or decorative window, or parking lot where there is a customer entrance or shared customer entrance for multi-tenant commercial development.
3. Permanent window signs shall be designed to read as individual letters, with the exception of logos, which may read as a single item. A company catchphrase or motto may be included on a window sign only if it is a part of the legal name of a business. Products, services, telephone number, or a website address shall not be permitted as part of the Copy on a window sign unless it is part of the legal name of a business. Individual letters and logos may be carved, etched or raised, and must be of a material that is compatible with the architectural style of the building. Logos may also be constructed of a hard synthetic material.
4. Permanent window signs are not limited by color, except for second floor window signs which shall be limited to white, black, silver, or gold and only one color shall be consistently used on the second floor windows per development.
5. No window sign shall be located above the second floor of a building or tenant space.
6. Window signs that are directly attached to the interior of a window surface shall have professionally designed lettering or decals. All other window signs shall have a flexible or hardened backing, of a minimum one-eighth (1/8) inch thickness. No sign shall be affixed directly to the exterior of a window surface, unless otherwise permitted by Section 12-12-1.

7. Any sign located within a building interior that is intended for viewing from the exterior of such a building is considered a window sign.
  8. No sign may be attached to, placed upon or printed on the exterior of a window or door of a building.
- P. Window Wrap.** Window Wrap is permitted for a full window dimension for windows looking into areas where the public is not invited or at blank walls.
- Q. A-Frame Sign.** A-Frame signs shall have a maximum height of three (3) feet and a maximum sign area of six (6) square feet per sign face and may be double-sided. Signs shall be located on the nearest sidewalk no further than ten (10) feet from a public entrance to the said business with in the Downtown and Corridor Commercial Sign Districts. The sign must maintain a 3' clearance on either side to maintain accessible pedestrian access. The signs shall be professionally fabricated, be constructed with wood or metal frames, and contain either a blackboard or poster inserts for the advertising message, The sign shall only be displayed during normal business hours and must be removed at the close of each business day. The sign shall not be displayed in conjunction with other temporary signs for the same business.
- R. Carry-Out Sign.** Parking lot signs designating specific parking spaces for patrons receiving carry-out or to-go orders from food establishments shall be displayed on a single rectangular panel not to exceed 18" in length and 12" in width and shall be no taller than 6 feet (6') in height. No more than 2 carry-out signs shall be allowed per food establishment occupying less than 5,000 square feet of building area and not more than 3 such signs shall be permitted per food establishment occupying 5,000 square feet of building area or more. Food service establishments which operate primarily on carry-out service shall be permitted up to 3 carry-out signs, subject to approval by the Zoning Administrator, based on the availability of long-term parking for patrons of other occupants of the retail center, if any.

## CHAPTER 13

### TEMPORARY SIGNS

#### SECTION:

#### 12-13-1 TEMPORARY SIGNS

##### A. General Regulations for all Temporary Signs

1. Except as set forth in Paragraph B, a temporary sign shall require a permit from the Department of Community and Economic Development, as identified in Sec. 12-4-1 (Sign Permits). The fee shall be paid upon the issuance of a permit for a temporary sign as prescribed in the Comprehensive Fee Schedule as set forth in Chapter 15 of Title 1 of this Code. Any charitable organization may file an application with the Village for a waiver of fees imposed by the Village as per section 5-3-2(A) of the Village Building Code.
2. Temporary signs shall be displayed for a maximum of ninety (90) calendar days and not more than five (5) times per calendar year, with a minimum fourteen (14) calendar day period between the issuance of a subsequent temporary sign permit.
3. Except as set forth in Paragraph B, temporary signs shall not exceed twenty (20) square feet in area and six (6) feet in height above the ground surface. Signs shall be located entirely on private property and shall be placed a minimum of fifteen (15) feet from the back of the adjacent curb/edge of pavement.
4. Temporary signs on multi-tenant properties shall be limited to a maximum of two (2) at any one time and shall be placed a minimum of fifty (50) feet from any other temporary sign.
5. Any sign listed in Section 12-11-1 (Prohibited Signs) is prohibited.
6. Temporary off-premises signs are prohibited, except as set forth in Paragraph B.
7. No temporary sign may be illuminated, except as set forth in Paragraph B.
8. No exposed framing shall be visible on temporary signs. All temporary signs must remain in good condition during the display period. Throughout the display period, corrective action must be taken immediately should there be any problems with the appearance, condition or maintenance of the sign and/or support hardware.
9. No temporary sign shall extend over or into any Street, nor any sidewalk, or other public thoroughfare or right of way or a distance greater than four (4) inches from the wall to which it is attached, and shall not be placed or project over any wall opening. No temporary sign shall be erected so as to prevent free ingress to or egress from any door, window or fire escape, nor shall any such sign be attached to any standpipe.
10. Certain types of temporary signs are controlled by the provisions of Section 12-12-1 (Exempt Signs). Those temporary signs not listed in Section 12-12-1 are controlled by these provisions.

11. Except as expressly permitted in Subsection B, temporary signs shall not be attached to fences, trees, utility poles, permanent ground signs or the like and shall not be placed in a position that will obstruct or impair vision or traffic or in any way or manner create a hazard or disturbance to the health and welfare of the general public.
12. Any violation of the conditions and restrictions of this section, including failure to procure a valid permit for erected signage, shall result in the loss of forty-five (45) days from the annual maximum duration for a temporary promotional sign permit. Should the violation occur after forty-five (45) days have been utilized in a calendar year, then the loss of forty-five (45) days shall apply to the next calendar year.
13. Temporary signs not immediately removed after the conclusion of the advertised event shall be subject to the provisions of Section 12-10-1.

## **B. Regulations by Temporary Sign Type**

Temporary signs must comply with the regulations contained in Paragraph A (General Regulations for all Temporary Signs) above and the following:

### **1. Project Announcement Signs**

One (1) Project Announcement sign made of wood with an overall height of seven (7) feet located twenty (20) feet from the edge of pavement and twenty (20) feet from an adjacent property line shall be permitted for residential subdivisions and non-residential developments. Project Announcement signs shall be professionally designed and painted in natural colors compatible with the primary structure on the property or adjacent property. One (1) two-sided sign per development frontage may be displayed. Project Announcement sign(s) must be immediately removed upon the issuance of the first certificate of occupancy or if construction is suspended for a period exceeding one hundred and eighty (180) calendar days.

- a. In the Residential Sign District one (1) project sign no more than sixteen (16) square feet in surface area for a development of less than five (5) acres.
- b. In the Residential Sign District one (1) project sign no more than thirty-two (32) square feet in surface area for a development of more than five (5) acres.
- c. In the Downtown, Corridor Commercial, and Office/Industrial Sign Districts, one (1) project sign no more than sixteen (16) square feet in surface area for lots less than or equal to two (2) acres.
- d. In the Downtown, Corridor Commercial, and Office/Industrial Sign Districts, one (1) project sign no more than fifty (50) square feet in surface area for lots greater than two (2) acres.

### **2. Construction Signs**

One (1) Construction sign made of wood no more than twenty (20) square feet, with an overall height of six (6) feet, located fifteen (15) feet from the edge of pavement and fifteen (15) feet from an adjacent property line shall be permitted for residential subdivisions and non-residential developments. Construction signs may be located on the nearest reasonable adjacent off-premises property, provided construction work prohibits locating the sign on the property for which the sign is identifying. Construction

sign(s) must be immediately removed upon the restoration of the primary vehicular entrance or the completion of construction, whichever occurs first.

- a. Construction signs shall be professionally designed and painted to display only the name of the development in no more than two (2) natural colors compatible with the primary structure on the property or adjacent property. No logos shall be used to identify the development.
- b. One (1) two-sided sign per development frontage may be displayed.
- c. Construction signs may be externally illuminated only, subject to the authorization of the Department of Community and Economic Development.
- d. Signs designating a construction entrance, no trespassing and other reasonable messages related to the development of the site shall be limited to two (2) square feet in area and a maximum height of four (4) feet

### **3. Institutional Signs**

- a. Temporary institutional signs shall not exceed four (4) square feet in area and shall not exceed a height of three (3) feet when located off the premises of the institution which advertises the event and may be located within the right of way.
- b. Institutions may display temporary signs a maximum of five (5) times per year. During each display period no more than twenty-four (24) signs may be displayed per institution.
- c. Temporary off-premises signs shall be displayed no more than seven (7) days prior to the start of the advertised event.

### **4. Informational Banners**

- a. Banners shall not be more than eight (8) square feet in surface area and shall not exceed a height greater than four (4) feet. Banners shall be hung not less than fifteen (15) feet above grade, or the minimum height necessary to allow the flow of vehicular or pedestrian traffic, whichever is less. Banners shall include one (1) of the following:
  - i. Banners affixed to, or erected on, Village property on the public way, which identify a geographic business area within the Village, and represent said geographic business area.
  - ii. Parking lot orientation banners in commercial center parking lots with a minimum of 250 parking spaces.
  - iii. Banners of a community-oriented nature that promote Village-wide events or themes and preserve the public health, safety and welfare of the Village.
- b. If the purchase of individual banners is funded by individual sponsors, the name of the sponsor may appear in no more than the lower twenty-five percent (25%) of the surface area of the banner, while no less than the top seventy-five percent (75%) of the surface area of the banner shall identify the subject general business area. Alternatively, a banner may be permitted if the design meets the image standards of

the district in which it is located, according to review and approval by the Architectural Review Board.

- c. Such banners are not subject to any other regulations in this Title, except as set forth in this Paragraph. The installation of such banners on the public way shall be subject to the requirements of the Village for the placement of objects in the public way.
- d. The Village reserves the right to require removal of such banners from the public way at any time including, but not limited to, those times when the Village deems it reasonably necessary to remove the banner for maintenance of the public way.

## **5. Real Estate Signs**

Real estate signs are permitted without a Sign Permit and shall specifically advertise the sale, rental or lease of the premises upon which said signs are located shall be placed on said premises only and must be removed immediately upon the sale, rental or lease of the subject premises. Attention getting devices of any kind, as defined in this Title, shall not be permitted on real estate signs.

- a. One (1) sign is allowed for each zoning lot, except any lot with more than one (1) frontage may have two (2) signs, one (1) displayed on each frontage.
- b. Residential real estate signs, including Real Estate Sign Riders, shall not exceed six (6) square feet in area, and shall not exceed six (6) feet in height.
- c. Commercial real estate signs may be double sided and shall not exceed sixteen (16) square feet in area and shall not exceed seven (7) feet in height.
- d. A sign indicating the location of the sales office for a real estate development shall be limited to four (4) square feet in area and a maximum height of four (4) feet.

## **6. Open House Signs**

Open house signs are permitted without a Sign Permit and shall only be displayed during daylight hours and at those times when the open house is in progress.

- a. Open house signs shall not exceed four (4) square feet in area per side and four (4) feet in height, to the highest part of the sign, for any dwelling offered for sale by any person.
- b. Open house signs may be displayed only on Wednesdays, Saturdays and Sundays and for a period of time not to exceed six (6) hours per day.
- c. One (1) sign is allowed for each zoning lot, except any lot with more than one (1) frontage may have two (2) signs, one (1) displayed on each frontage.
- d. Off-premises directional signs may be displayed in the right of way; provided, that no portion of the sign is within five (5) feet of any roadway. Off-premises directional signs are limited to the minimum number required to direct motorists from the closest major arterial street. Attention getting devices of any kind, as defined in this Title, shall not be permitted on open house signs.

## **7. Rummage Sale or Garage Sale Signs**

Rummage sale or Garage Sale signs are permitted without a Sign Permit and shall be displayed only on the premises where the garage sale is occurring.

- a. Only one (1) sign is allowed for any rummage or garage sale, except for any lot or parcel with more than one (1) frontage may have two (2) signs one (1) displayed on each frontage.
- b. Rummage sale or garage sale signs shall not exceed four (4) square feet in area and four (4) feet in height.
- c. Off-premises directional signs shall only be displayed between the hours of 7:00 a.m. and 6:00 p.m. on the days when the garage sale is being conducted and may be located in the right of way; provided that no portion of the sign is within five (5) feet of any roadway. Off-premises directional signs are limited to the minimum number required to direct motorists from the closest major arterial street.

## **8. Temporary Advertisement Signs**

- a. Temporary promotional and advertisement signs shall be professionally fabricated of a rigid or semi-rigid material, such as wood or corrugated plastic, with a message printed or permanently applied directly onto the hard surface of the sign. Temporary signs shall contain a panel and two supporting posts. Signs shall have a maximum of 1:2 width to length or length to width ratio.
- b. All promotional and advertisement signs of a temporary nature must be located on the premises of the event.
- c. Each permit holder shall be limited to one (1) temporary sign per street frontage per promotional or advertised event.

## **9. Temporary Identification Signs**

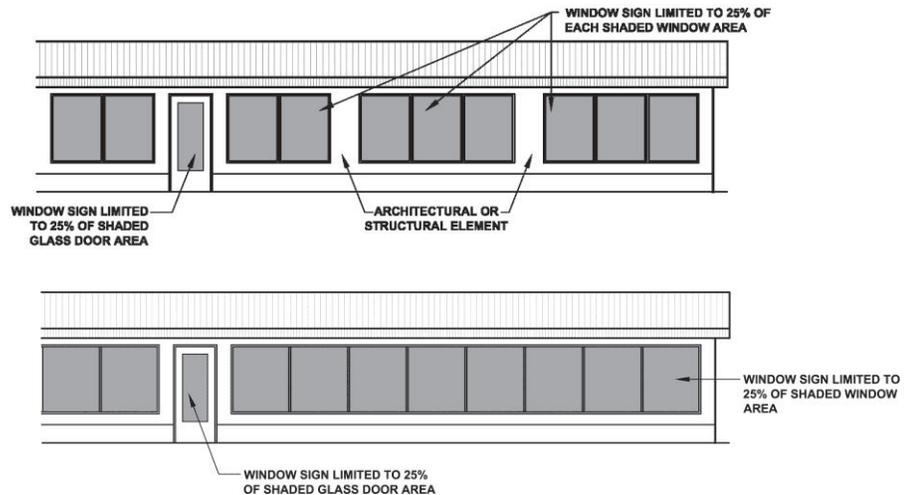
Temporary identification signs are permitted for non-residential developments whenever a change in occupancy occurs that results in an immediate need to identify the new occupant.

- a. Temporary Identification sign covers shall be professionally designed and painted in no more than two (2) colors compatible with the primary structure or the existing ground sign on the property.
- b. Sign covers may be constructed of vinyl, aluminum or wood, and shall only cover the existing permanent ground sign for a period not to exceed one hundred and twenty (120) calendar days. No such cover shall be permitted to increase the existing ground sign area or sign structure area.
- c. The items of information shall be limited to the provisions of Section 12-8-1(H).
- d. Sign covers shall be securely attached to the existing permanent identification ground sign to maintain a safe, neat and orderly condition and appearance.

## 10. Temporary Window Signs

Temporary window signs are permitted without a Sign Permit and shall be exclusively located within the Downtown and Corridor Commercial Sign Districts.

- a. Window signs affixed to, on the inside of, or within the interior of a window shall occupy no more than twenty-five percent (25%) of the surface of each window area and be located at least six (6) inches from the edges of any individual window area. "Window area" is counted as a continuous surface comprised of one (1) or more window panes until divided by an architectural or structural element. Mullions are not considered an element that divides a window area. A "window pane" is each discrete piece of glass which is mounted in its own frame.
- b. No temporary window sign shall be located above the first floor of a building or tenant space.



*Illustration of window sign area 12-13-1-B-10(a)*

- c. Temporary window signs are intended to be displayed on a limited basis and shall be removed immediately upon the completion of such temporary event in which the sign is advertising.
- d. Window signs that are directly attached to the interior of a window surface shall have professionally designed lettering or decals. All other window signs shall have a flexible or hardened backing, of a minimum one-eighth (1/8) inch thickness. No sign shall be affixed directly to the exterior of a window surface, unless otherwise permitted by Section 12-12-1.
- e. Any sign located within a building interior that is intended for viewing from the exterior of such a building is considered a window sign.
- f. No sign may be attached to, placed upon or printed on the exterior of a window or door of a building.

## **11. Balloon Signs**

Balloon Signs are permitted without a Sign Permit. Balloon signs shall be displayed in conjunction with a special event, subject to the following conditions:

- a.** Signs comprised of up to 5 balloons comprising an area not exceeding 3 feet in height and 3 feet in width, mounted or floating no higher than 8 feet from grade.
- b.** The balloons shall be displayed during normal hours of operation for the entity displaying the balloons.

Existing Lincolnshire Real Estate Sign Example



Post height - 6'  
Panel area - 6 sq.ft.

Examples of Residential Real Estate Signs - Lake Bluff and Lake Forest (Panel - Up to 2 sq.ft.; Post - Up to 4' in height)

Lake Forest



Lake Forest



Lake Bluff



Lake Bluff



Municipality	Have you amended any regulations of your Temporary Sign Code based on the Reed case? If so, what regulations?	What is the maximum sign display period allowed per calendar year for temporary promotional /advertisement signs?	What is the maximum temporary sign display period allowed per calendar year for temporary residential real estate signs?	Do you allow temporary signs above the 1st floor of a building, regardless of the building use?	Do you allow temporary window signs for office buildings?	Please provide a link to your Sign Code.
Buffalo Grove	No.	60 days.	Residential real estate signs 12 square feet or less are exempt.	Sign code does not address this.	Yes.	<a href="https://library.municode.com/il/buffalo_grove/codes/code_of_ordinances?nodeId=TIT14SICO">https://library.municode.com/il/buffalo_grove/codes/code_of_ordinances?nodeId=TIT14SICO</a>
Carpentersville	No.	No more than 30 consecutive days, and not more than three 30-day periods in any one calendar year.	Maximum one sign at a time, displayed for no more than 45 consecutive days, and no limit on the number of 45-day periods.	Temporary signs attached to building walls in commercial or manufacturing zoning districts are limited to a height of 30 feet from finished grade adjacent the wall to which the sign is attached. No height limit in residential zoning districts.	Yes.	See Chapter 16.40 within the Carpentersville Municipal Code, which is available at the following link. <a href="https://library.municode.com/il/carpentersville/codes/code_of_ordinances">https://library.municode.com/il/carpentersville/codes/code_of_ordinances</a>
Grayslake	No.	14 days.	14 days.	Yes.	Yes.	<a href="https://library.municode.com/il/grayslake/codes/code_of_ordinances?nodeId=TIT15BUCO_CH15.28SICO_15.28.090SIREZOOORCL">https://library.municode.com/il/grayslake/codes/code_of_ordinances?nodeId=TIT15BUCO_CH15.28SICO_15.28.090SIREZOOORCL</a>
Lake Zurich	The entire sign code was redone after the Reed case. We didn't find any of our old temp sign regulations to be too content-based, but we did remove regulations on colors.	120 days max per calendar year, however only 30 days at a time.	Real estate signs are exempt from the standard temporary sign regulations. There is no maximum display period, but they must be removed within 5 days of closing.	Temporary signs may be free-standing or wall mounted. Wall mounted temporary signs may not extend past a roof line.	All non-residential uses are permitted temporary signage, however signs placed on the interior of the window are subject to different standards than temporary signs.	See attached.

Municipality	Have you amended any regulations of your Temporary Sign Code based on the Reed case? If so, what regulations?	What is the maximum sign display period allowed per calendar year for temporary promotional /advertisement signs?	What is the maximum temporary sign display period allowed per calendar year for temporary residential real estate signs?	Do you allow temporary signs above the 1st floor of a building, regardless of the building use?	Do you allow temporary window signs for office buildings?	Please provide a link to your Sign Code.
Niles	No.	4 months 6 months for restaraunts.	No restrictions.	No restrictions.	Yes, ground floor only.	<a href="https://library.municode.com/il/niles/codes/code_of_ordinances?nodeld=C_OOR_CH78S!">https://library.municode.com/il/niles/codes/code_of_ordinances?nodeld=C_OOR_CH78S!</a>
Northfield	Not yet.	3 months.	NA. Has to be removed 24 hours after sale.	No.	Yes.	See attached.
Schaumburg	Yes. We amended a number of sections of our sign code, mostly focusing on removing sections specifically indicating "real estate signs" and now label those sections as commercial signs. "Because the Reed case ruling essentially states that municipalities cannot create restrictions for political, ideological and directional signs and so the Village of Schaumburg wanted to ensure compliance and reevaluated its sign code and sign definitions accordingly."	10-day increment for free-standing commercial buildings only; up to 60 days per calendar year. 15-day increment for tenants in shopping centers up to 30 days per calendar year.	For residential areas, our code notes that for real estate signs (what our code now reads as commercial signs on property for sale) must be removed within seven (7) days after the sale or lease of the subject property.	See general conditions 155.60.		
Streamwood	No. We don't regulate content, only placement, size and duration.	30 days/ 4 times per year per zoning lot.	Same.	Same regulations.	Same regulation.	<a href="http://www.sterlingcodifiers.com/codebook/index.php?book_id=392">http://www.sterlingcodifiers.com/codebook/index.php?book_id=392</a>
Wilmette	No.	8 weeks.	Must be removed 7 days after closing or signed lease.	No.	Yes.	<a href="http://library.amlegal.com/nxt/gateway.dll/Illinois/wilmette_il/chapter20zonin_gordinance?f=templates\$fn=default.htm\$3.0\$vid=amlegal:wilmette_il\$sanc=JD_20-16">http://library.amlegal.com/nxt/gateway.dll/Illinois/wilmette_il/chapter20zonin_gordinance?f=templates\$fn=default.htm\$3.0\$vid=amlegal:wilmette_il\$sanc=JD_20-16</a>

Permanent Sign Illumination Survey

October 2017

Municipality	1. Does your code require commercial wall signs and single-tenant and multi-tenant ground monument signs located near residential zoning districts to be completely turned off at a specific time at night?	2. If yes, when are these signs required to be turned off and allowed to be turned back on?	3. Does this requirement apply to 24-hour gas stations and other businesses ?	4. How do you enforce it?	5. Does your code have a maximum light intensity requirement for commercial wall and ground signs?	6. If yes, what is the maximum permitted intensity level in foot candles or lumens?	7. Does your municipality have a tool to measure the intensity?	8. What department enforces it?	9. Comments
Arlington Heights	Yes.	Illuminated signs located on a lot adjacent to or immediately across the street from any residential district shall be turned off at all times between the hours of 11:00 pm and 7:00 am that the business is not in operation.	The requirement does not apply to 24-hour businesses.	Enforcement is generally based on complaints, and there have been very few.	Yes.	250 footcandles maximum, measured with a light meter flush and in contact with the face of the sign.	Yes.	Building Department.	
Barrington	Wall signs in our downtown commercial districts (B-4, B-5) are limited to external illumination or backlit lighting if the sign faces a residential property. There are no regulations for when illuminated signs must be turned off.	N/A.	N/A.	N/A.	Signs may be illuminated only by indirect or internal white light not exceeding 50 foot candles when measured with a standard light meter held parallel to the sign face at a distance equal to the narrowest dimension of the sign face.	50 foot candles.	Yes, a light meter.	Development Services - Planning and Zoning.	
Buffalo Grove	No.		N/A.	N/A.	No.		No.	N/A.	
Des Plaines	No.	N/A.	N/A.	N/A.	Yes- illuminated signs may not exceed 100 footcandles at the sign face. Additionally, all artificial illumination shall be so designed, located, shielded, and directed as to prevent the casting of direct light upon adjacent property or streets.	100 footcandles at the sign face.	Yes.	Code Enforcement (which is part of the Community and Economic Development Department).	
Elk Grove Village	Yes.	These signs shall not be operated between the hours of 11pm and 7am unless the premises on which or for which the sign is specifically operating is engaged in the operation of the business; in which event, the sign shall not be operated past the hour of 1am.	Not aware of 24 hour gas station locations.	By complaint.	No however it can not produce glare or cause a nuisance to motorists.		No.	Community Development.	
Glenview	No.				No.		Yes, in footcandles but we do not measure signs.	We do not regulate signage lighting but the Inspectional Services division of Community Development would address other lighting complaints.	
Grayslake	No. Illuminated signs cannot be within 500 feet of any residential structure.				No.			Building Department.	
Highland Park	No.				No.				

Municipality	1. Does your code require commercial wall signs and single-tenant and multi-tenant ground monument signs located near residential zoning districts to be completely turned off at a specific time at night?	2. If yes, when are these signs required to be turned off and allowed to be turned back on?	3. Does this requirement apply to 24-hour gas stations and other businesses ?	4. How do you enforce it?	5. Does your code have a maximum light intensity requirement for commercial wall and ground signs?	6. If yes, what is the maximum permitted intensity level in foot candles or lumens?	7. Does your municipality have a tool to measure the intensity?	8. What department enforces it?	9. Comments
Hoffman Estates	Yes.	Any illuminated sign located within a direct distance of 300 feet (including public rights-of-way, private streets, aisles, etc.) from any residence should be turned off and cannot be operated between the hours of 11:00 p.m. and 6:00 a.m. Wall signs upon the premises for which the sign is intended shall be exempt if the business is open during such hours.	No.	Complaint basis.	No except for Electronic message board/LED Message signs.	ONLY for LED Message Sign - shall not exceed 3,250 NIT's. From dusk to dawn the brightness level shall not exceed 812.5 NIT's.	No.	N/A.	
Palatine	Yes. Any sign adjacent to a residential property shall not operate between 11 PM and 7 AM, unless the business is engaged in business operations during that time. Section 8.01 f (1).	See above.	See above.	Complaint basis.	The illumination must project onto the subject property and cannot spill onto an adjacent property or into the street.	There is not a specific limitation, other than it cannot spill glare onto an adjacent property.	The Engineering Department uses a light meter, but we would require the submission of a photometric plan to demonstrate such.	PZ and Engineering.	This is the link to the zoning ordinance: <a href="https://weblink.palatine.il.us/weblink/0/edoc/2416826/Appendix%20A%20-%20Zoning%20Ordinance.pdf">https://weblink.palatine.il.us/weblink/0/edoc/2416826/Appendix%20A%20-%20Zoning%20Ordinance.pdf</a>
Schaumburg	Yes.	All signs located within one hundred feet (100') of a common residential property line shall be allowed to be illuminated (externally or internally) only during the hours of operations, and shall be turned off within one-half hour after posted closing time of any given day. The location and arrangement of all wall signs and ground signs shall be subject to the review and approval of the director of community development or his/her authorized designee. Monument signs as defined in section 155.11 of this chapter shall be exempt from the illumination regulations under this section. MONUMENT SIGN: A sign which is displayed on a decorative feature of brick, wood, metal or other material, which is intended to serve as an entry feature or focal point.	Yes.	Complaint Basis.	Yes.	In no instance shall the lighting intensity of any sign, whether resulting from internal illumination or external illumination, exceed seventy-five (75) foot-candles when measured with a standard light meter perpendicular to the face of the sign from a distance equal to the narrowest dimension of the sign.	Yes.	Community Development Department.	
Streamwood	No.				No.				
Wilmette	Yes.	Midnight to 6:00 am.	No.	Code enforcement on complaint basis. Also noted on issued permits.	Yes.	0.5 foot candles at lot line. Only applies to receiving lot line when located across a street.	Yes.	Community Development.	

**Sign Brightness Inspection w/Light Meter & Drone - All Readings are in Foot Candles  
Conducted by Staff on July 19, 2018**

Sign	Property Location	At Sign Source	10' Distance	30' Distance	Property Line	Notes
Bright Stars Kids University wall sign (south)	Village Green Center	34.9	0.57	0.02	0	Adjacent light pole interference
Half Day Brewing wall sign (south)	Village Green Center	14	0.33	0	0	
Egg Harbor ground sign (Olde Half Day Road)	Village Green Center	2.61	0	0	0	
Village Green multi-tenant ground monument sign (Olde Half Day Road)	Village Green Center	14.4	0.06	0	0	
Athletico wall sign (north)	Oak Tree Corners	61.7	1.7	0	0	
Athletico wall sign (east)	Oak Tree Corners	80	3.3	0.5	0	Monument sign interference
Bonta wall sign (east)	Oak Tree Corners	55	0.88	0.05	0	
Oak Tree Corner multi-tenant ground monument sign (Milwaukee Avenue)	Oak Tree Corners	40	1.2	0	0	
Sport Clips wall sign (east)	Lincolnshire Commons	132	1.3	0.25	0	Wall sconce interference
Lincolnshire Commons multi-tenant ground monument sign (Milwaukee Avenue)	Lincolnshire Commons	13	0	0	0	
Regal Cinema wall sign (east)	CityPark	12	1.2	2.3	0	Light pole interference
CityPark multi-tenant ground monument sign (Milwaukee Avenue)	CityPark	6.8	0.17	0	0	
Lincolnshire Marriott Resort ground monument LED sign (Milwaukee Avenue)	Marriott Resort	111 (highest)	4 (lowest); 18 (highest)	5 (highest)	0 (lowest); 0.7 (highest)	Reading depends on the LED screen slide. The property line reading is approximate as the lot line was not verified
Culver's wall sign (west)	Lincolnshire Marketplace	42	3.7	0.4	0	Wall signs are externally lit from building fixtures
Culver's ground monument LED sign (Milwaukee Avenue)	Lincolnshire Marketplace	62	1.7	0.2	0	



involves the landscape along the spine road and Indian Creek; stating due to grading, sidewalk and flood plain issues they encountered during construction, modifications to the landscape plan are needed. He added their development team met with Village staff and determined the best option is to relocate plants to a more level area and provide shade trees in the sloped area.

In response to question by **Chairperson Kennerley** about the reduction in the sign width, **Michael Mallon** responded the reduction was necessary to accommodate the existing underground utilities and field conditions; they can only fit a 10 foot width sign rather than the originally approved 12 foot wide sign; design features and architectural elements of the sign will remain. **Chairperson Kennerley** questioned why the existing grade along the creek was not taken into consideration during the landscape design stage in which **Michael Mallon** responded the focus was more on the building pad site; not taking into consideration the field conditions along the creek side of the site. **Member Jensen** asked if there was any grading issues along the spine road/creek in which **Michael Mallon** indicated this is in a flood plain and they were limited in what permits would allow them to do.

**Chairperson Kennerley** requested the petitioner address in more detail what landscape items were changed; Kathryn Talty, KL Talty Landscape Design responded. She said the original intent with the shade trees along the northern edge of the spine road was to blend in with existing vegetation, but the grade challenges required relocation to the south end of the spine road and also elimination of two low multi stem trees as well as some ornamental shrubs as they did not fit with the new plan.

**Member Tapia** moved, seconded by **Member Jensen** The Architectural Review Board approve new locations and width for the two center wide ground signs along Milwaukee Avenue and Half Day Road, and a revised landscape plan for the Lincolnshire Marketplace Center at 475 Milwaukee Avenue, as presented in the presentation packet dated January 16, 2018 and as recommended by staff in the January 16, 2018 memorandum with the condition none of the relocated trees shall conflict with the future sidewalk extension that will be constructed during subsequent phases of the development.

In closing, **Michael Mallon** noted the target grand opening date for the Lincolnshire Culvers should be in early March.

- 3.2 A Public Hearing 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).

**Tonya Zozulya, Economic Development Coordinator**, provided some background stating the current code was adopted in June 2009 with recent changes adopted in March 2017. She stated the Village Attorney recommended they look into Sign Code revisions given a 2015 Supreme Court case in Arizona in regards to temporary signs and content neutrality on temporary signs.



**Tonya Zozulya** directed the Boards attention to the Temporary Sign Code-Chapter 13. She noted the Village Board conducted a preliminary evaluation in 2017 and then referred to the Architectural Review Board for public hearing and recommendations and also to take into consideration the Village Attorney recommendations for content neutrality.

In regards to the temporary free standing signs in residential sign districts, **Tonya Zozulya** queried if the Architectural Review Board would consider an increase to the allowable size and duration. **Tonya Zozulya** presented photos of sample real estate signs in residential sign districts. **Chairperson Kennerley** asked what other applications besides real estate signs would there be in residential districts in which **Tonya Zozulya** noted as example church services, holiday bazar or rummage sale signs would be posted between posts/poles and installed on private property. She added the Village Board, in reference to real estate signs, did not want bigger but possibly smaller signs such as 6 square feet in Residential Districts. **Member Jensen** asked if they go smaller on the free standing signs, would temporary banner signs be used in place and is this something the Village wants to have in residential districts. After further discussion regarding size and height of non-banner type signs and poles versus sign frames (a-frame type) on the ground in residential districts;

- The recommendation to staff is to provide some sign samples from Lake Forest and other type of signs in residential districts for further consideration by the Architectural Review Board.

As to temporary signs in business sign districts, there was discussion regarding the proposed duration of 245 days being too long; **Mike McCall** noted it seems like a lot but maybe businesses need time to advertise specials. **Tonya Zozulya** clarified in the proposed changes; the temporary free standing signs could be up for 245 days straight and asked Board Members if they feel this is too generous given the current code allows for only 90 days. She added the Village Board did not have a recommendation on duration. **Chairperson Kennerley** stated 245 days almost makes this a permanent sign.

- There was discussion about proposing 180 days duration for downtown and corridor commercial sign districts; the 180 day limit would be acceptable to the Architectural Review Board.

In regards to temporary free standing banner signs, photos were presented indicating temporary banners being supported by two posts and single pole feather banners. **Tonya Zozulya** stated the Village Board would not approve banner signs on buildings or the single pole feather type sign in which the Architectural Review Board concurred. She added as part of the permit process for temporary signs; specifics such a sign material type (canvas or vinyl) and requiring two support structures to prevent the sign from degrading or sagging. The Architectural Review Board recommends canvas be removed from the proposal; with vinyl being the preferred material. There was discussion about the 91 day total duration; other municipalities have varying durations. **Member Tapia** felt the proposed sizes are huge; **Tonya Zozulya** noted current code



allows 20 square feet and they look large. **Chairperson Kennerley** asked what would prevent real estate signs of this nature up to 16 square feet for 14 days in residential districts to bypass the requirements of temporary free standing signs; this could become a problem; staff to consult attorney on this potential issue.

- **Member Tapia** asked if the banner sizes should be the same as the temporary freestanding signs requirement; this would be discussed with the attorney as well.

In regards to Chapter 8-Items of Information on Signs for Temporary Signs, **Tonya Zozulya** reviewed the current regulations: 2 items of information plus phone or web site address allowed for promotional signs only, the recommendation is to remove the limits on items of information for temporary signs but work within the allowable square footage. She added this code requirement has been the most challenging for staff and businesses. **Member Tapia** agreed with removing the limits on the information as long as they stay within the allowable size parameters. **Adam Letendre, Assistant Village Manager/Community & Economic Development Director** reiterated what the Village Attorney has communicated to staff; we can regulate size, materials, lighting and other aspects which have nothing to do with the sign message. The sample sign for the Gardner School submitted for a “project announcement sign” was viewed as an example by the members; the sign included the schools name, opening soon statement, 2 additional lines of preschool age information and the web site which was denied by Village staff as it exceeded the 2 line limit.

- Members agreed this requirement needs to change and agrees with staff recommendations to remove the current limit on the items of information.

In regards to temporary window signs for office buildings, current code does not allow it on office buildings or above the first floor of all other buildings; staff is recommending removing this prohibition. This would include decals, and would still have to comply with the window covering requirement of not more than 25% of the window area. **Tonya Zozulya** said the prohibition currently applies to office buildings only; noting Northshore University building at 900 Milwaukee wanted to add a window sign, but the Village could not allow. Is this something the Architectural Review Board would consider allowing window signs in office buildings and would they want to add restrictions to height but not going beyond the second floor? She added this is not a frequent request, but wants the Architectural Review Board to discuss it.

- **Chairperson Kennerley** noted with the changes to the temporary free standing banner signs; this should satisfy local office businesses; members agreed and it was the consensus to leave the restriction in place for office buildings.

In regards to the Chapter 8 General Standards for permanent wall and ground sign illumination, **Tonya Zozulya** stated a Lincolnshire resident brought an issue to her attention in regards to the Athletico wall and monument signs on Milwaukee Ave. This resident noted the code states illuminated signs across the street from residential zoned properties, regardless which direction the sign faces, must be turned off between 11 p.m. and 7:00 a.m. unless the business is



open past 11 p.m. in which case it is to be turned off between 1 a.m. and 7 a.m. **Tonya Zozulya** said staff began to research the subject; contacted surrounding communities about their requirements. She added in Lincolnshire, most of our commercial properties are across from residential zoned properties. Deerfield limitations direct commercial properties within 120 feet of residential zones to be regulated. Staff is asking the Architectural Review Board to consider allowing a specific distance separation of 120 feet from the illuminated sign to the nearest residential unit, also, should there be different standards for allowing the signs to be turned on earlier than 7:00 a.m. She further noted upon her request, the Lincolnshire Police Department drove by the commercial centers at approximately 1:30 a.m. in October 2017 and noted the vast majority of the signs were on.

**Chairperson Kennerley** asked if lights could be dimmed versus full power between midnight and 6:00 a.m., not necessarily supporting full turnoff but there was some discussion if all signs in Lincolnshire have such technology. **Member McCall** asked staff to check to see if local hotels are turning off their signs. Member **Tapia** feels lights should be turned off, **Adam Letendre** said enforcement could become an issue. **Tonya Zozulya** noted how the code is currently written; this could affect 99% of the businesses in Lincolnshire.

- After further discussion, the Architectural Review Board directed staff to review with Village Attorney adding a 120 foot distance requirement from façade of nearest residential building and inquire about dimming sign lights; time frame between business closure and the earliest of business opening and to exempt 24 hour businesses.

There being no further testimonies or questions from the Architectural Review Board, **Chairperson Kennerley** closed the public hearing with continuance to Tuesday, February 20, 2018 for further discussion.



the “Champagne” flat material presented tonight, they will have to apply for another minor amendment.

***Member Tapia**, moved, seconded by **Member Orzeske**, the Architectural Review Board moves to approve a Minor Amendment to the Ascension of our Lord Greek Orthodox Church Special Use Permit to permit façade modifications for the church located at 1207 and 24325 Riverwoods Road, as presented in the presentation packet dated March 13, 2018 with the additional notation the dome metal color to be “Champagne” and brick color “Colorado Bluff” as indicated with the sample boards presented tonight.*

*Motion passed unanimously by voice vote.*

- 3.4 Continued Consideration and Discussion of 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).

**Tonya Zozulya** noted this is a continuation of the public hearing from January 16, 2018 highlighting the following changes requested by the Architectural Review Board and their comments or recommendations on proposed amendment:

1. Not removing the current prohibition against temporary window signs for all-office buildings and above the first floor of all other buildings- the prohibition remains in the current code.
  - **Board Members agreed.**
2. Reduced the display period for free standing temporary signs from 245 down to 180 days total with a maximum request of 6 times per year. **Member McCall** thought 180 was still too long. **Member Orzeske** questioned after the 180 days and the sign is taken down, can they come back a day or two later and get another 180 days; are these really temporary and how would “leasing” signs be treated. **Tonya Zozulya** noted there are real estate signs which have been up for years and were allowed under the current code, but with the “content neutrality” issue, this would no longer be permitted. **Member Orzeske** asked about the furniture business on Milwaukee Avenue in Vernon Hills that puts on outside display the colored Adirondack chairs; **Tonya Zozulya** responded Lincolnshire would treat situation as outside storage which would not be permitted. **Chairperson Kennerley** asked if the Village could put the real estate signs and leasing signs into a separate category from business signs and is 180 too much or reasonable.
  - It was a consensus 120 days should be enough time for business temporary signs. In regards to real estate/lease signs; staff to review options based upon the zoning district not to include residential; those would be separate. **To be further reviewed.**
3. Residential Real Estate signs on non-arterial signs, size to be 2 sq. ft in area by 4’ in height for non-banner signs. Signs on Arterial; size to



- be 16 sq. ft. in area and 6 'in height for non-banner given higher speed limits.
- **Member McCall** stated he is not in agreement with the proposed dimensions for non-arterial residential real estate signs(2 sq.ft in area and 4' in height), they are too small. Board Members said they will look at what is currently out in the field in throughout Lincolnshire and will also wait for staff to come back with samples of residential for sale signs for review. **To be further reviewed.**
4. No dimming requirement. **Tonya Zozulya** noted in her discussion with the Village Attorney and sign companies, dimming of permanent wall and ground signs, industry standards with LED lighting do not allow automatic dimming to a certain percentage of light or intensity level. **Tonya Zozulya** noted she received correspondence from **Mr. Keith McNiff** who resides in the Village Green South who has voiced illumination concerns with her and in writing; noting some of his issues are code enforcement issues. This correspondence has been provided to this board. **Chairperson Kennerley** would like staff to challenge the argument that LED cannot be dimmed, **Member Orzeske** agreed saying it might not be possible with the older signs but the technology should be there and he would send some links of product to staff to review with the Village Attorney.
    - **To be further reviewed.**
  5. Lights Off for permanent signs within the 120' buffer; Village Attorney recommends the turn-off be required at 1 a.m. or one hour after the business closes, whichever is earlier to allow for janitorial and other housekeeping matters and turned back on at the earlier of business opening or 6:00 a.m.
    - **Board members agreed; but** remove the 'turn off requirement of "one hour after the business closes"'.
  6. Exempt 24 hour businesses from the permanent sign turn off requirement if they fall within the 120' buffer. **Tonya Zozulya** noted this Board requested information on local hotels, she said it was determined by a visual survey after 1:30 a.m. the week of January 22<sup>nd</sup> by the Lincolnshire Police Department, all hotel signs were on; exception was Hampton Inn which does not have illuminated sigs.
    - **Board members agreed.**
  7. Banner versus Non Banner doubling up on signs. Village Attorney provided new language to prevent staggering of time period for banner and non-banner temporary signs.
    - **Board members agreed but remove the "for example" paragraph. Should be for staff review purposes only.**
  8. Banner Material; canvas will not be permitted.
    - **Board members agreed.**

Staff will review the Boards concerns, suggestions and return back for further consideration.



- 3.3 Continued Consideration and Discussion of 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).

**Tonya Zozulya** recapped past meeting dates including the four items the Architectural Review Board requested further research on:

- Chapter 13 – reduce the display period for temporary signs in the downtown and Corridor Commercial Sign District from the proposed 180 days to 120 days. Staff and attorney in agreement; change has been included in the draft ordinance.
- Chapter 13 – create a separate category for real estate signs for all sign districts, with each district having different regulations regarding sign dimension; not limit the display period in any district as long as the property is marketed for sale/lease and consider leaving residential real estate sign dimensions unchanged. **Tonya Zozulya** consulted with the Village Attorney in which he determined by creating a separate category for real estate signage, the Village would be in conflict with the content neutrality premise of the Code. Since a separate category is not advisable, staff is requesting this Board to determine the appropriate dimensions for residential real estate signs on non-arterial streets; citing examples in the packet from other municipalities. Current code allows 6 sq. ft. in area and 6 ft. in height; proposal would reduce it down to 2 sq. ft. in area and 4 ft. in height which is the size allowed in Lake Forest and Lake Bluff. **Member Jensen** said that with current technology, most people are going to do their search on the internet versus driving up and down streets; so this discussion on size may be much less relevant than in the past; adding the smaller signs might be less obtrusive to the neighbors and he would prefer the smaller sign; **Member Santosuosso** and **McCall** concurred. There was discussion regarding the length of time real estate sign would be allowed to be up; proposed code states 90 days. **Member McCall** commented that Village staff would have to keep track of this and questioned if this is what we want staff time devoted to; **Member Jensen** said a spreadsheet could help staff with monitoring. After further discussion, there was consensus to go with the proposed code change of 2 sq. ft. in area and 4 ft. in height with the time constraint as proposed. **Tonya Zozulya** added that there will be time to educate the local realtors with the proposed changes.
- Chapter 8 – Develop standards for sign dimming for signs outside a 120 ft. radius. **Tonya Zozulya stated** that staff has talked to many sign companies and the Building Official and it was determined fluorescent and older LED signs cannot be dimmed without modifications. She added without those modifications to allow



dimming; the Village would be making a portion of existing signs non-conforming. **Member McCall** stated his recollection of this portion of the code was to turn the signs off; **Tonya Zozulya** noted that is correct, but other members of this board wanted to look at dimming options. **Acting Chairperson Orzeske** questioned at what time would we required dimming; how many foot candles dimming power would be required. **Member Santosuosso** asked about grandfathering in older signs. There was discussion about engaging the services of a consulting engineer to assist with the development of standards for dimming; **Tonya Zozulya** noted that at this time, there is no budget item for a consulting engineer; staff looking to this board for recommendations on the dimming aspect.

- Chapter 8 – For permanent signs within the 120' buffer, all signs must be turned off at business close or 1 a.m. and turned back on at the earlier of business opening or 6 a.m. Architectural Review Board in consensus on this.

There was discussion on looking into further research on the dimming aspect of the proposed code changes. **Acting Chairperson Orzeske** stated he is not ready to forward this item to the Village Board until the remaining item on dimming is further reviewed and addressed. **Member McCall** stated he knows some contacts in the field that he could reach out to and will provide that to staff.

**Member Jensen, moved by Member McCall** to continue the discussion on Sign Code Revisions to allow more research into the details of sign technology related to dimming to the next available Architectural Review Board meeting.

Motion passed unanimously by voice vote.

#### **4.0 UNFINISHED BUSINESS (None)**

#### **5.0 NEW BUSINESS (None)**

#### **6.0 CITIZEN COMMENTS (None)**

#### **7.0 ADJOURNMENT**

There being no further business, **Acting Chairman Orzeske** adjourned the meeting at 8:25 p.m.

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



requirements. The Village Board did review this proposal and were favorable in terms of sign illumination change. **Tonya Zozulya** said she also completed a field review of signs in the immediate area; noting some signs were backlit, some externally and some front lit.

**Kevin Weasler, Culver's Lincolnshire** addressed the Board, stating when they were going through the approval process for Culver's; they did not think the sign design through very well and he takes the responsibility for those design decisions. Recently one night when he looked up at the sign, he said it appeared to be turned off, giving the impression Culver's was closed. He noted other signs along the Milwaukee Avenue Corridor have numerous internally lit signs. He stated their primary goal is to look open and remain competitive for Lincolnshire. He added the sign company can add the tools to dim the sign if needed and will turn the sign off at the close of business each day. He presented sign pictures which indicated the visual difference between the existing and proposed sign. **Member Tapia** stated he noticed the sign one evening and he thought they were closed; other members were in support of the proposed sign change.

**Eric Tapia moved** the Architectural Review Board recommends to the Village Board for their approval of the proposed front-lit illumination for three existing wall signs on the north, south and west elevations on the existing Culver's Restaurant building at 405 Milwaukee Avenue, as presented in the packet submitted by Culver's of Lincolnshire, with the cover letter dated August 29, 2018, subject to staff's recommendation all three wall signs be turned off at business close.

**Motion seconded by Member McCall.** Motion passed unanimously passed by voice vote.

3.3 Continued Consideration and Discussion of Text Amendments to Various Sections to Title 12, Sign Control, of the Lincolnshire Village Code, to revise the Clarify Requirements for Permanent and Temporary Signs (Village of Lincolnshire).

**Tonya Zozulya, Economic Development Coordinator** addressed the Board, recapped the content neutrality nature of the code; permissible signs will be based upon which zoning district they are located in. She stated in previous meetings with the Architectural Review Board there was agreement signs should be turned off at night when located within 120 ft. of residential dwellings, but there was a request for a dimming standard for signs 120 ft. outside of residential dwellings. On July 19, 2018 staff conducted nighttime field inspections at 15 sign locations using a light meter. The results of these findings are included, the last page of the packet. The information was collected at various distances from the sign; the property line assumed to be at the curb. She stated none of the signs measured exceeded the allowable .5 foot candles at the property line; in fact most were all at 0. Only exception was the Marriott electronic message board along Milwaukee Avenue, which seemed



to be dependent upon the background showing at the time of the survey. **Chairperson Kennerley** thanked Village staff for conducting the sign brightness inventory; reviewing these findings was very helpful. As this dimming issue was the last remaining open item on the proposed sign code, **Chairperson Kennerley** asked if this Board was ready to make a motion.

**Member McCall moved**, having conducted a public hearing on January 16, 2018 and having held further consideration and discussion on March 20, 2018, May 31, 2018 and September 4, 2018, the Architectural Review Board recommend to the Village Board for their approval of comprehensive Sign Code revisions to Title 12 of the Lincolnshire Village Code regarding permanent and temporary signs, as presented in the draft Sign Ordinance prepared by the Village Attorney; no additional conditions.

**Motion Seconded by Member Tapia.** Motion passed unanimously by voice vote.

**REQUEST FOR BOARD ACTION**  
**Committee of the Whole Meeting**  
**October 22, 2018**

**Subject:** Consideration of a Joint Purchasing Agreement with Morton Salt, Inc. in the Amount of \$31,740.00, and Cargill Incorporated in the Amount of \$13,345.00, for the Purchase of Rock Salt for the 2018-2019 Winter Season

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**Action Requested:** Discussion and Placement on the November 12, 2018 Consent Agenda for Approval

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**Originated By/Contact:** Joshua Markham, Streets & Storm Water Foreman

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**Referred To:** Mayor and Board of Trustees

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**Summary / Background:**

The Public Works Department recently received the Lake County Cooperative Purchase Contract and the State of Illinois Department of Central Management Services Joint Purchasing Contract for bulk rock salt for the 2018-19 Winter Season. The Village's supplier through the Lake County Joint Contract will be Morton Salt, Inc., and the State program supplier will be Cargill Inc. Staff proposes the purchase of 500 tons from Morton Salt, Inc. and 240 tons from Cargill Inc. to ensure an adequate supply for the coming season.

**Budget Impact:**

Staff is required to provide an estimated quantity to be purchased for both of these programs in March of each year. The State bid contract price came in at \$55.61 compared to the price the Village paid last year which was \$50.55. The State bid unit price per ton of \$55.61 for 240 tons represents an increase of \$5.06 per ton from last year's price. The Lake County contract was re-bid this year for 500 tons and the price is \$63.48 per ton as compared to the \$62.15 per ton the Village paid last season; representing an increase of \$1.33/ton. Staff elected to increase both the Lake County and State bid quantities due to a lower salt supply on hand from the 2017-2018 winter season.

The proposed FY 2019 budget includes funds of \$40,000 for rock salt. The total of these two contracts is \$45,086. This total reflects the purchase of 100% of the Village bid from both the State and County. Per the terms of both contracts, the Village is committing to purchasing between 80% and 120% of its 740 ton allocation. The Village currently has 350 tons in storage for the upcoming winter. These contracts coupled with the stored tonnage totals approximately 1,090 tons of rock salt available for snow and ice control for the season. Last winter, the Village used approximately 681 tons of salt spread over 19 snow and ice control events.

**Service Delivery Impact:**

Allocating this amount ensures the Village an adequate supply of rock salt at the best possible price should a shortage of material occur.

**Recommendation:**

The Public Works Department recommends that the Village of Lincolnshire accept the Lake County and State of Illinois Joint Purchasing Agreements for rock salt with Morton Salt, Inc. for 500 tons at \$63.48 per ton and Cargill Incorporated for 240 tons at \$55.61 per ton.

**Reports and Documents Attached:**

- Lake County Contract
- CMS Contract and Requisition

<b>Meeting History</b>	
<b>Initial Referral to Village Board (COW):</b>	<b>October 22, 2018</b>
<b>Regular Village Board Meeting</b>	<b>November 12, 2018</b>

RETURN WITH BID



Local Public Agency  
Material Proposal or  
Deliver & Install Proposal

PROPOSAL SUBMITTED BY		
Morton Salt, Inc.		
Contractor's Name		
444 West Lake Street, Suite 3000		
Street		P.O. Box
Chicago,	IL	60606
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF LAKE  

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(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Various County Highways - Patrol 1 Maintenance- Salt  
SECTION NO. 19-00000-05-GM  
TYPES OF FUNDS MFT

- MATERIAL PROPOSAL
- SPECIFICATIONS (required)
- DELIVER & INSTALL PROPOSAL
- PLANS (if applicable)

**For Municipal Projects**  
Submitted/Approved/Passed  
Not Applicable  
 Mayor  President of Board of Trustees  Municipal Official  
  
Date

**Department of Transportation**  
 Released for bid based on limited review  
*Shawn Schneider*  
Regional Engineer  
  
County Engineer on behalf of IDOT pursuant to  
Agreement of Understanding dated January 18, 2013  
3/23/18  
Date

**For County and Road District Projects**  
Submitted/Approved  
Not Applicable  
Highway Commissioner  
  
Date  
  
Submitted/Approved  
*Shawn Schneider*  
County Engineer/Superintendent of Highways  
3/23/18  
Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

NOTICE TO BIDDERS

County Lake
Local Public Agency LCDOT
Section Number 19-00000-05-GM
Route Various County Highways

Sealed proposals for the furnishing or delivering & installing materials required in the construction/maintenance of the above Section will be received and at that time publicly opened and read at the office of The County Engineer of Lake County

600 West Winchester Road, Libertyville, Illinois 60048
Address

until 10:00 A.M. on
Time

April 17, 2018
Date

- 1. Plans and proposal forms will be available online at http://www.lakecountyil.gov/Transportation/Business/Bids-Roadwork.htm or at the office of the Lake County Division of Transportation, 600 West Winchester Road, Libertyville, IL 60048
2. Prequalification. If checked, each bidder shall include a completed "Affidavit of Availability" (Form BC 57), in their proposal, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Material Proposals.
4. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Material Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty.
5. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for 20% of the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. Failure on the part of the contractor to deliver the material within the time specified or to do the work specified herein will be considered just cause to forfeit his surety as provided in Article 108.10 of the Standard Specifications.
6. Proposals shall be submitted on forms furnished by the Awarding Authority and shall be enclosed in an envelope endorsed "Material Proposal, Section19-00000-05-GM".

By Order of County Board of Lake County March 23, 2018 Shane E. Schneider, County Engineer
(Awarding Authority) Date (County Engineer/Superintendent of Highways/Municipal Clerk)

Material Proposal or Deliver & Install Proposal

To County Board of Lake County
(Awarding Authority)

If this bid is accepted within 45 days from date of opening, the undersigned agrees to furnish or to deliver & install any or all of the materials, at the quoted unit prices, subject to the following:

- 1. It is understood and agreed that the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016, and the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2018, prepared by the Department of Transportation, shall govern insofar as they may be applied and insofar as they do not conflict with the special provisions and supplemental specifications attached hereto.
2. It is understood that quantities listed are approximate only and that they may be increased or decreased as may be needed to properly complete the improvement within its present limits or extensions thereto, at the unit price stated and that bids will be compared on the basis of the total price bid for each group.
3. Delivery in total or partial shipments as ordered shall be made within the time specified in the special provisions or by the acceptance at the point and in the manner specified in the "Schedule of Prices". If delivery on the job site is specified, it shall mean any place or places on the road designated by the awarding authority or its authorized representative.
4. The contractor and/or local agency performing the actual material placement operations shall be responsible for providing work zone traffic control, unless otherwise specified in this proposal. Such devices shall meet the requirements of and be installed in accordance with applicable provisions of the "Illinois Manual on Uniform Traffic Control Devices" and any referenced Illinois Highway Standards.
5. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

Discounts will be allowed for payment as follows: N/A % N/A calendar days: N/A % N/A calendar days.
Discounts will not be considered in determining the low bidder.

Bidder Morton Salt, Inc.

By Anthony T. Patton (Signature)
Title Director, U.S. Gov't Bulk Deicing Sales & Marketing

Address 444 West Lake Street, Suite 3000, Chicago, IL 60606

STATE OF ILLINOIS  
COUNTY OF COOK

On this 12th day of April, 2018, before me personally appeared  
Mariola Garcia, known to me to be the Attorney-in-Fact  
of Liberty Mutual Insurance Company the corporation that executed  
the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office  
in the aforesaid county, the day and year in this certificate first written above.

  
\_\_\_\_\_  
(Notary Public)



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7927168

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casually Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Na-Tia Douglas; Steve Downie; Mariola Garcia; Robert H. George; Natosha Hunt-Mobley; Ayanna Jefferson-Williams; Andrew Lorenzini; Leanne Miller; Anthony T. Patton; Joshua Sartori; Daniel P. Thompson; Nancy Torres

all of the city of Chicago, state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of October, 2017.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 26th day of October, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts** – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12TH day of April, 2018.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Local Agency Proposal Bid Bond

Route Various County Highways
County Lake
Local Agency LCDOT
Section 19-00000-05-GM

RETURN WITH BID

PAPER BID BOND

WE Morton Salt, Inc. as PRINCIPAL, and Liberty Mutual Insurance Company as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 12th day of April, 2018

Principal

Morton Salt, Inc. (Company Name) Director, U.S. Gov't Bulk Deicing Sales & Marketing
By: Anthony T. Patton (Signature and Title)
Morton Salt, Inc. (Company Name) V.P., Bulk Deicing Sales & Marketing
By: Daniel P. Thompson (Signature and Title)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Liberty Mutual Insurance Company (Name of Surety)
By: Mariola Garcia (Signature of Attorney-in-Fact)

STATE OF ILLINOIS, COUNTY OF Cook, I, Andrew Lorenzini, a Notary Public in and for said county, do hereby certify that Anthony T. Patton, Dainel P. Thompson & Mariola Garcia

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of April, 2018

My commission expires 3/10/2019 (Notary Public)



ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above.

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title) Date

SUPPLIER NAME =====> Morton Salt, Inc.  
 COUNTY =====> LAKE  
 SECTION NUMBER =====> 19-00000-05-GM  
 LETTING DATE =====> 17-Apr-18  
 VERSION DATE =====> 12-Apr-18

BLANK PRICES	0	Total for Bond Only
PAY ITEMS	47	\$3,671,617.04

**PATROL 1 MAINTENANCE - BULK ROCK SALT**

**Early Delivery unit price is for delivery between July 15, 2018 and November 1 , 2018  
 80% - 120% unit price & 120% - 150% unit price are for delivery after November 1, 2018**

ITEM DESCRIPTION	U OF M	QUANTITY	X	80% - 120% UNIT PRICE	=	TOTAL PRICE	120% - 150% UNIT PRICE	EARLY DELIVERY UNIT PRICE	
<b>Lake County</b>									
1	Lake County Division of Transportation	TONS		16000.0		\$62.280	\$996,480.00	\$67.280	\$62.280
2	Lake County Forest Preserve District	TONS		550.0		\$61.880	\$34,034.00	\$66.880	\$61.880
<b>Lake County Townships</b>									
3	Antioch Township	TONS		1000.0		\$63.040	\$63,040.00	\$68.040	\$63.040
4	Avon Township	TONS		800.0		\$63.780	\$51,024.00	\$68.780	\$63.780
5	Ela Township	TONS		900.0		\$63.510	\$57,159.00	\$68.510	\$63.510
6	Fremont Township	TONS		1500.0		\$63.510	\$95,265.00	\$68.510	\$63.510
7	Grant Township	TONS		1800.0		\$63.840	\$114,912.00	\$68.840	\$63.840
8	Lake Villa Township	TONS		2000.0		\$62.880	\$125,760.00	\$67.880	\$62.880
9	Libertyville Township	TONS		1000.0		\$63.140	\$63,140.00	\$68.140	\$63.140
10	Newport Township	TONS		300.0		\$67.910	\$20,373.00	\$72.910	\$67.910
11	Warren Township	TONS		3000.0		\$62.390	\$187,170.00	\$67.390	\$62.390
12	Wauconda Township	TONS		800.0		\$63.730	\$50,984.00	\$68.730	\$63.730
13	Waukegan Township	TONS		120.0		\$69.890	\$8,386.80	\$74.890	\$69.890

**Lake County Communities**

14	Village of Antioch	TONS	1500.0	\$61.040	\$91,560.00	\$66.040	\$61.04
15	Village of Beach Park	TONS	500.0	\$60.690	\$30,345.00	\$65.690	\$60.69
16	Village of Buffalo Grove	TONS	1000.0	\$61.790	\$61,790.00	\$66.790	\$61.79
17	Village of Deerfield	TONS	1000.0	\$61.440	\$61,440.00	\$66.440	\$61.44
18	Village of Grayslake	TONS	2000.0	\$62.130	\$124,260.00	\$67.130	\$62.13
19	Village of Gurnee	TONS	2400.0	\$61.390	\$147,336.00	\$66.390	\$61.39
20	Village of Hainesville	TONS	550.0	\$68.780	\$37,829.00	\$73.780	\$68.78
21	City of Highland Park	TONS	2300.0	\$61.440	\$141,312.00	\$66.440	\$61.44
22	City of Highwood	TONS	1000.0	\$63.440	\$63,440.00	\$68.440	\$63.44
23	Village of Island Lake	TONS	800.0	\$64.610	\$51,688.00	\$69.610	\$64.61
24	Village of Kildeer	TONS	800.0	\$62.510	\$50,008.00	\$67.510	\$62.51
25	City of Lake Forest	TONS	1736.0	\$61.790	\$107,267.44	\$66.790	\$61.79
26	Village of Lake Villa	TONS	1500.0	\$61.880	\$92,820.00	\$66.880	\$61.88
27	Village of Libertyville	TONS	2400.0	\$62.140	\$149,136.00	\$67.140	\$62.14
28	Village of Lincolnshire	TONS	500.0	\$63.480	\$31,740.00	\$68.480	\$63.48
29	Village of Lindenhurst	TONS	700.0	\$61.880	\$43,316.00	\$66.880	\$61.88
30	Village of Long Grove	TONS	1000.0	\$63.180	\$63,180.00	\$68.180	\$63.18
31	Village of Mettawa	TONS	110.0	\$62.080	\$6,828.80	\$67.080	\$62.08
32	Village of Mundelein	TONS	600.0	\$62.140	\$37,284.00	\$67.140	\$62.14
33	City of North Chicago	TONS	500.0	\$64.010	\$32,005.00	\$69.010	\$64.01
34	City of Park City	TONS	150.0	\$67.890	\$10,183.50	\$72.890	\$67.89
35	Village of Round Lake	TONS	1600.0	\$62.780	\$100,448.00	\$67.780	\$62.78
36	Village of Round Lake Beach	TONS	1400.0	\$64.780	\$90,692.00	\$69.780	\$64.78
37	Village of Round Lake Heights	TONS	250.0	\$68.780	\$17,195.00	\$73.780	\$68.78
38	Village of Vernon Hills	TONS	1200.0	\$64.140	\$76,968.00	\$69.140	\$64.14
39	Village of Wadsworth	TONS	650.0	\$60.910	\$39,591.50	\$65.910	\$60.91
40	Village of Wauconda	TONS	700.0	\$63.180	\$44,226.00	\$68.180	\$63.18

**Cook County Communities**

41	Village of Glencoe	TONS	1000	\$65.660	\$65,660.00	\$70.660	\$65.66
42	Village of Glenview	TONS	2000	\$60.860	\$121,720.00	\$65.860	\$60.86
43	Village of Kenilworth	TONS	250	\$65.660	\$16,415.00	\$70.660	\$65.66
44	Village of Winnetka	TONS	1200	\$65.660	\$78,792.00	\$70.660	\$65.66

**McHenry County Communities**

45	Village of Cary	TONS	1500.0	\$62.510	\$93,765.00	\$67.510	\$62.51
46	Village of Fox River Grove	TONS	500.0	\$63.180	\$31,590.00	\$68.180	\$63.18
47	City of Woodstock	TONS	3000.0	\$62.440	\$187,320.00	\$67.440	\$62.44



# ILLINOIS

## JOINT PURCHASING REQUISITION CY'18-'19 New Purchase Commitment

**PLEASE RETURN TO:**  
Illinois Department of  
Central Management Services  
801 Wm. G. Stratton Building  
401 S. Spring Street  
Springfield, IL 62706

Email Address for submission:  
[CMS.BOSS.EC@illinois.gov](mailto:CMS.BOSS.EC@illinois.gov)

         No Thank You,  
But keep on mailing list.

Opt-Out-> Our unit does not want to participate in the CY' 2018-2019 Contract Procurement.  
Notice:-> Please complete and return the Contact information below to remain on the mailing list.

Joint Purchasing #: L3150 - 3150

Date: 03/07/2018

Government Unit: Village of Lincolnshire

Mailing Address: One Olde Half Day Rd.

City / State / Zip: Lincolnshire, IL 60069

County: LAKE

*New* Contact Person: Josh Markham

*New* Telephone Number: 847-913-2388

Fax Number: 847-913-0869

*New* Contact Email: Jmarkham@lincolnshireil.gov

Delivery Point
( Provide Delivery Details To Contract ) ( Vendor At Time Of Order Placement ) Village of Lincolnshire 205 Schelter Pk Lincolnshire, IL 60069
< Please provide Email Address Jmarkham@lincolnshireil.gov

\*\*\*\*\* Participant, Complete Only One - Either "Table-A" or "Table-B" Below \*\*\*\*\*

Table A: Complete this table to have the State "SOLICIT BIDS" for your governmental entity		
ITEM DESCRIPTION	BID QUANTITY ( Total Tonnage )	UNIT MEASURE ( 22 - 25 Ton / Truck )
Rock Salt, Bulk	_____	Tons
Please note your Purchase Commitment Percentage for Total Tonnage Quantity as stated above (choose one): OPTION 1 <u>        </u> 80% minimum purchase requirement/120% maximum purchase requirement OPTION 2 <u>        </u> 100% minimum purchase requirement/120% maximum purchase requirement		

\*\*\*\*\* Participant, Complete Only One - Either "Table-A" Above or "Table-B" Below \*\*\*\*\*

Table B: Complete this table to have the State "RENEW" Requirements for your governmental entity		
ITEM DESCRIPTION	QUANTITY ( Total Tonnage )	UNIT MEASURE ( 22 - 25 Ton / Truck )
Rock Salt, Bulk	<u>240</u>	Tons <u>55.605</u>
<b>Note:</b> Renewal is available ONLY under Contracts PSD 4018455, 4018456, and 4018457 for prior CY' 2017-2018. Your quantity may not exceed more than a 20% increase of last season's quantity, and price cannot increase more than 10% of last season's price. Other Terms & Conditions of Contract will remain the same as last year. Please Check Contract # Below: <b>Note Your Current CMS Contract:</b> PSD 4018455 ( ) -or- PSD 4018456 ( ) -or- PSD 4018457 (X)		

I certify that funds are available for the purchase of the items on this Requisition and that such items are for the sole use of this governmental unit, and not for personal use of any official or individual or re-sale.

In addition, I agree to abide by the Joint Purchasing Procedure established by the Department of Central Management Services.

Josh Markham  
SIGNATURE OF AUTHORIZED OFFICIAL OR AGENT

Streets/Stormwater Foreman  
TITLE

Printed on Recycled Paper



October 1, 2019

Dear Joint Purchasing Participant:

Subject: 2018 - 2019 Rock Salt, Bulk Contract Information

In completing the 2018 – 2019 Rock Salt season contract re-procurement, the State of Illinois did not encounter the types of supply-related issues experienced in previous seasons. We have made every effort to secure Road Salt at the best available price for participants in our contract solicitation, and gladly report that the State was able to obtain an offer for your location and its requirements through the State’s procurement efforts.

In accordance with your response on “Table B: Complete to have the State **RENEW** for your Governmental Entity” from the seasonal participation survey, we have secured your revised **REQUISITION QUANTITY** with the previous season’s contract vendor.

Enclosed is a copy of the requisition you submitted to us for the purchase of rock salt. The information from the requisition, including the purchase commitment, can be used to submit your requirements to this year's contract vendor:

**CMS Contract: PSD 4018457**

**BidBuy PO# 18-416CMS-BOSS4-P-402**

Cargill Incorporated Salt Division  
24950 Country Club Blvd., # 450  
North Olmsted, OH 44070  
Phone (800) 600-7258

**Term: October 2018 – September 2019**  
FEIN Number: 41-0177680

Contact: Government Services

Your unit is **CMS Contract Line#:**  166  **BidBuy PO Item#**  31

Your **Revised Renewal Price per ton F.O.B. destination**, is **\$ 5 5 . 6 1**

Emergency pickup of salt from vendor’s warehouse is not made available in this contract.

The additional price per ton to have rock salt delivered in trucks equipped with coal/grain chute openings in the tailgate to permit controlled off-loading of rock salt onto conveyors was not provided for by this vendor in this season’s procurement process.

You are responsible for issuing your own purchase order document to the vendor. Orders may be placed with the vendor via telephone, with a written or fax confirmation to follow immediately. ***You are strongly encouraged to order and store as much salt as possible in order to help prevent potential salt shortages this winter.*** Also, you must place orders in full truckload ( typically 22-25 tons ) delivery quantities or multiples of such.

Your governmental unit is responsible for ensuring that the 80 or 100 percent minimum guaranteed purchase commitment ( as noted on your Requisition ) is met before the end of the winter season, June 30, 2019. The vendor is required to furnish not less than 120 percent ( if needed ) of the contract quantity by March 1, 2019. Your governmental unit is responsible for processing vendor invoices in a timely manner.

Delivery shall be made as soon as possible after vendor receipt of order by phone or mail. The maximum time from receipt of order to the actual delivery for orders placed between December 1, 2018 through April 1, 2019 shall not exceed seven working days, unless as modified in the Order Guidelines herein.

For orders placed between December 1, 2018 and April 1, 2019, if a vendor is unable to make delivery within the order timeline, local governmental units shall have the right to retain as liquidated damages, not as a penalty, 5.% per working-day on the undelivered portion of the order, but not to exceed 50.%. For orders placed prior to 9:00 a.m. on a given day, that day to be considered as the first calendar day of the seven-day delivery period. For an order placed after 9:00 a.m. on a given day, the following day shall be considered as the first calendar day of the seven-day delivery period.

CMS reserves the right to mitigate application of liquidated damages imposed against a vendor, in the event of orders exceeding the maximum percentages outlined below:

An agency may order up to 20.% of their awarded contract tonnage in any given week and vendor shall deliver within 7 working-days after receipt of order. Quantity ordered above the 20.% threshold shall have an extended deliver time of one-working-day for each one-percentage-point above the 20.% guideline. For example, if an agency orders 25.% of their awarded total 100 ton, delivery of the first 20 ton ( 20.% ) shall be within 7 working-days after receipt of order, the remaining 5 ton should be delivered within 12 working-days after receipt of order.

If after seven working-days of liquidated damages assessment, the vendor has still has failed to deliver, local governmental unit shall have the right to terminate an order and purchase road salt or abrasives from another source, or take action consistent with public safety as needed to continue daily business. Any and all additional costs incurred may be collected from the original vendor, in addition to liquidated damages, by participant's legal action.

All deliveries shall be covered with approved weatherproof materials. The vendor shall ensure that delivery person inspects the inside of the trailer and that all salt is removed from the trailer before leaving a delivery point. The vendor will ensure all weights and measures shown on delivery tickets are correct. Local governmental units reserve the right to require that delivery trucks occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads.

Deliveries of rock salt containing any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc., may be rejected at the delivery site. In the event that any foreign material is discovered in dumped deliveries, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the local governmental unit and returned for credit, or the vendor shall immediately ship a specification compliant load of replacement salt, or issue a refund to the governmental unit consistent with the contract price.

In December 2018, the contract vendor shall have in place stockpile(s) located in or near Illinois covering the tonnage awarded for the northern regions of the State, and in January of 2019 the contract vendor shall have in place stockpile(s) in or near to Illinois covering the total tonnage awarded for all regions of the State. At our discretion, we will inspect the stockpiles to ensure that these stockpiles are in sufficient quantities, and that vendor commitments to the stockpiles are with the users of this contract.

Enhanced Rock Salt 2018 - 2019 season availability from Cargill Salt Division:

The Department of Central Management Services surveyed vendors for availability of an enhanced rock salt option in the invitation for bid, and received an offering from North American Salt Company. Locations interested in this enhanced salt option must call the vendor for availability information and to facilitate potential ordering arrangements.

Their product is made available to any joint purchasing participant awarded in the Cargill Salt Division Contract as an up-charge per ton option and would be added to your order as a separate line item. Contact Stacy Bruzda at 800-600-7258 for the availability details.

The enhanced salt product features additional pre-treatment of approved road salt with a product providing enhanced melting performance, with reduced corrosion and clumping.

It is hoped that this information will be beneficial to you in the utilization of this contract. If you have any further questions concerning the rock salt contract, please feel free to contact me at (217) 782-8091.

Sincerely,

Wayne Ilsley, CPPB, Buyer  
Bureau of Strategic Sourcing

**REQUEST FOR BOARD ACTION  
Committee of the Whole Meeting  
October 22, 2018**

**Subject:** Consideration of an Ordinance Extending Suspension of Tree Permit and Tree Replacement Requirements for Non-Residential Property Owners, Title 13 (Tree Preservation) of the Lincolnshire Village Code (Village of Lincolnshire)

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**Action Requested:** Consideration, Discussion, and Approval of Proposed Program

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**Originated  
By/Contact:** Bradford H. Woodbury, Public Works Director

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**Referred To:** Mayor and Board of Trustees

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**Summary / Background:**

At the August 28, 2017 Regular Village Board meeting, the Village Board approved an ordinance suspending the tree permit and tree replacement requirements for non-residential property owners which is a requirement of Title 13 of the Lincolnshire Village Code.

The goal of approving this ordinance was to generate an increase in dead tree removals throughout corporate center properties in Lincolnshire. This ordinance was to be effective from September 1, 2017 through December 31, 2018. Since this ordinance was approved the Village has seen an increase in removals as 33 corporate center properties have removed a total of 294 trees.

Below are examples of properties that have removed dead trees:



The Village Board passed an ordinance that will currently run through December 31, 2018. When this recommendation was first presented to the Village Board, staff identified 12 properties as priority properties. Of those 12 properties, 6 removed trees this past year.

Staff has been in close communication with Van Vlissingen & Co. regarding corporate center removals and have worked directly with several property owners on tree removals projects by way of facilitating removals and issuing permits. Additionally, the Community & Economic Development Department has been publishing articles in its business E-News to make corporate residents aware of this program.

Below is a list of the 33 different properties that have participated in the Tree Amnesty Program:

#	Property/Address	No. of Trees Removed
1	350 Barclay Blvd.	22
2	500 Barclay Blvd.	2
3	650 Barclay Blvd.	1
4	680 Barclay Blvd.	1
5	500 Bond St.	21
6	550 Bond St.	1
7	595 Bond St.	6
8	599 Bond St.	14
9	15215 Cemetery Road	9
10	14588 Half Day Rd.	1
11	605 Heathrow Dr.	6
12	675 Heathrow Dr.	1
13	4 N. Indian Creek Rd.	2
14	300 Knightsbridge Pkwy.	4
15	333 Knightsbridge Pkwy.	6
16	400 Knightsbridge Pkwy.	3
17	575 Knightsbridge Pkwy.	2
18	620 Margate Dr.	2
19	635 Margate Dr.	2
20	640 Margate Dr.	3
21	10 Marriott Dr.	78
22	200 Marriott Dr.	2
23	300 Marriott Dr.	12
24	225 Milwaukee Ave.	6
25	505 Milwaukee Ave.	6
26	625 Milwaukee Ave.	3
27	725 Milwaukee Ave.	3
28	300 Olde Half Day Rd.	8
29	100 Schelter Rd.	9
30	109 Schelter Rd.	10
31	505 Schelter Rd.	38
32	300 Tower Pkwy.	1
33	100 Tri-State International	9
<b>TOTAL</b>		<b>294</b>

**Budget Impact:**

There would not be any major budget implications if the Board extended the program as the staff time spent issuing permits would be minimal.

**Service Delivery Impact:**

Working with business and property owners will improve relations between the Village and businesses in Lincolnshire and also significantly improve the aesthetic features of non-residential properties which could ultimately attract future tenants.

**Recommendation:**

Staff recommends approval of the draft ordinance extending the tree removal “Amnesty Program” an additional two (2) years to allow tree removals to continue through December 31, 2020. Staff would like to continue working with non-residential property owners to facilitate dead, dying, or diseased tree removals.

**Reports and Documents Attached:**

- Draft Letter to Corporate Center Businesses
- Draft Ordinance
- List of Temporarily Suspended Sections of Title 13 Chapter 1 of Village Code

<b>Meeting History</b>	
Initial Referral to Village Board (COW):	August 28, 2017
Committee of the Whole Meeting (COW):	October 22 2018



One Olde Half Day Road, Lincolnshire, IL 60069  
Ph: 847.883.8600 | Fax: 847.883.8608 | [www.lincolnshireil.gov](http://www.lincolnshireil.gov)

## Subject: Non-Residential Tree Removal “Amnesty Period” Extended

November 1, 2018

Dear Corporate Resident:

On October 22, 2018, the Village Board made a decision to extend the temporary suspension related to the requirements with regards to cash deposits or tree replacements involving dead tree removals on non-residential properties. The Village received a successful response to this program and would like to extend the program in an effort to encourage the continued removal of dead and hazardous trees on non-residential properties.

The extension of the “amnesty period” is effective January 1, 2019 and will run through December 31, 2020. The recent code revisions and “amnesty period” were implemented with an intention of addressing dead trees in the corporate center, which will ultimately make each property safer and more attractive. This opportunity is available to all non-residential properties throughout the Village.

You can view the Village Code online by visiting [www.lincolnshireil.gov](http://www.lincolnshireil.gov) clicking on Village Code and selecting Chapter 13-Tree Preservation.

During this extended “Amnesty Period” the following changes are being implemented:

- Dead/Hazardous Trees will not require any replacement
- Business and/or property owner will not have to post a Cash Deposit

As a reminder, you will still have to apply for a tree removal permit.

If you would like to take advantage of this “amnesty period”, please visit:

[http://www.lincolnshireil.gov/sitemedia/documents/quick\\_links/permits-applications-policies/tree\\_permit\\_application.pdf](http://www.lincolnshireil.gov/sitemedia/documents/quick_links/permits-applications-policies/tree_permit_application.pdf) and complete a tree removal permit application. Completed

applications can be sent to [TreePermit@lincolnshireil.gov](mailto:TreePermit@lincolnshireil.gov) or dropped off in person at Lincolnshire Village Hall, One Olde Half Day Road Lincolnshire, IL 60069.

The Village of Lincolnshire is committed to working with the business community to ensure hazardous and diseased tree issues are addressed. If you have any questions regarding this program, please contact Public Works Director, Brad Woodbury at 847.913.2381 or by email at [bwoodbury@lincolnshireil.gov](mailto:bwoodbury@lincolnshireil.gov)

Sincerely,  
The Village of Lincolnshire

A handwritten signature in black ink, appearing to read 'B. Woodbury', is written over a horizontal line.

Bradford H. Woodbury  
Public Works Director

VILLAGE OF LINCOLNSHIRE  
LAKE COUNTY, ILLINOIS

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE SUSPENDING TREE PERMIT AND REPLACEMENT  
REQUIREMENTS FOR NON-RESIDENTIAL PROPERTY OWNERS  
TITLE 13 (TREE PRESERVATION)**

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

**WHEREAS**, the Village enacted Title 13, entitled “Tree Preservation,” to preserve, protect, replace and properly maintain trees within the Village and protect the public from trees which pose a threat or danger; and

**WHEREAS**, the Tree Preservation Ordinance requires that written approval be obtained prior to the removal of any tree six inches (6”) diameter breast height or greater, or any 6” grouping of trees, and prior to the start of any improvements which involve excavation, trenching or placement of additional soil and/or hardscape materials within the root zone of trees, or which affect drainage patterns on the premises or adjacent properties; and

**WHEREAS**, the Tree Preservation Ordinance provides for tree deposits and tree replacement requirements when trees are removed; and

**WHEREAS**, the Village desires to encourage non-residential property owners to remove dead and diseased trees as they diminish the aesthetics of the community and depress property values; and

**WHEREAS**, the removal of dead and diseased trees will facilitate the planting of new trees; and

**WHEREAS**, the Village wishes to suspend the deposit and replacement requirements of Title 13, Chapter 1 as it applies to trees that are removed from non-residential properties to improve aesthetics, enhance property values and promote the planting of new trees; and

**WHEREAS**, the Corporate Authorities have concluded that a twenty-four (24) month suspension of the Village's Tree Preservation Ordinance as it applies to non-residential property owners will be beneficial to the Village, will further the orderly development of the Village, 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 ONE. The foregoing recitals represent the purpose and intent of the Village Board for adopting this Ordinance and are incorporated as though fully restated herein. The Village Board desires this Ordinance to be construed and applied in a manner which best accomplishes the purpose and intent so described.

SECTION TWO. Section 13-1-6 through Section 13-1-8, inclusive, of the Municipal Code of the Village of Lincolnshire are and shall be suspended from January 1, 2019, through December 31, 2020, for non-residential properties.

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

SECTION FOUR. This Ordinance shall be in full force and effect following its passage, approval and publication in pamphlet form as provided by law.

SECTION FIVE. This Ordinance shall expire on December 31, 2020.

SO ORDAINED this \_\_\_\_ Day of \_\_\_\_\_, 2018, at Lincolnshire, Lake County, Illinois.

AYES:

NAYS:

ABSENT:

APPROVED:

\_\_\_\_\_  
Elizabeth J. Brandt, Mayor

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Barbara Mastandrea, Village Clerk

Published by me in pamphlet form this

\_\_\_\_ day of \_\_\_\_\_, 2018.

## LIST OF TEMPORARILY SUSPENDED SECTIONS OF TITLE 13 CHAPTER 1 OF VILLAGE CODE

### **13-1-6: Tree Removal**

The Village may allow for the removal of a tree based on one or more of the following criteria:

- A. Tree is determined by the Village to be dead, dying, diseased, or otherwise non-viable. Tree replacement is not required unless part of a required landscape plan, e.g. Commercial building site, PUD, or subdivision.
- B. Tree is determined by the Village to be a hazard or a nuisance. This includes a tree which creates an unsafe vision clearance or a tree interfering with utility services. Tree replacement is not required unless the hazardous condition was created or permitted by the owner of the Parcel.
  1. Falling limbs due to improper pruning, care, or maintenance do not necessarily constitute a hazardous condition.
- C. Tree removal is determined by the Village to constitute good forestry management. Thinning of an overcrowded canopy, reduction of less significant species, or removal to allow more significant species to thrive, are all examples of good forestry management. Tree replacement is not required.
- D. Tree removal related to development. Property development and improvements shall be designed in a manner which maintains existing significant trees wherever possible. The Village shall encourage roads, utilities, driveways, principle structures, and detached amenities to be placed as to reduce impact to viable mature trees. Development-related tree removals may be permitted only in compliance with the following conditions:
  1. Cash deposits shall be provided to the Village in accordance with the calculations provided in this chapter.
  2. Tree replacement plan shall be provided to the Village for review and approval. Replacement plan shall indicate the proposed location, species, and size of all proposed and existing trees. Replacement plan may be superimposed over approved tree preservation plan.
  3. Unattached amenities – No tree may be removed for the purpose of installing or erecting an unattached amenity if the total area of existing and proposed unattached amenities exceeds 10% of the entire rear yard. No Heritage Tree may be removed for the purpose of installing or erecting an unattached amenity.
  4. Rear Yard – A single open space area in the rear yard may be created for each Single Family Residential home site, provided the area to be cleared does not exceed 10% of the entire rear yard. No Heritage Tree may be removed solely for creation of an open space area.
  5. Non-Single Family Residential sites with an approved landscape plan may be required to revise their entire plan if the proposed development causes tree removal exceeding 25% of the existing trees.
  6. Any proposed removal of four or more Heritage Trees from a single parcel will require prior approval from the Village.

### **13-1-7: Cash Deposits**

Cash deposits, when required by this Code, shall be provided to the Village prior to issuance of any tree removal. Deposit will be held in a Village account and accounted for until such time as it is eligible for return or forfeiture.

- A. Cash deposits for *tree removals* shall be calculated at 100% of Equivalent Value.
  - 1. Cash deposits shall be held until replacement trees are planted and subsequently inspected and approved by the Village.
  - 2. Replacement trees shall be installed, inspected, and approved prior to issuance of Final Certificate of Occupancy, or expiration of building permit.
- B. Cash deposits for impacted trees shall be calculated at 50% of Equivalent Value.
  - 1. Cash deposits shall be held for a period of five years after completion of associated construction or date of impact.
  - 2. Village shall inspect impacted trees at the end of the five year period, and return deposit if it is determined by Staff the tree remains viable.
  - 3. If at any time during the five year period the tree becomes non-viable, as determined by the Village, for reasons caused by the development impact, the remaining 50% of the Equivalent Value shall be deposited with the Village within 30 days of notification from the Village.
  - 4. If at any time during the five year period the subject property is sold, the remaining 50% of the Equivalent Value shall be deposited with the Village prior to sale of the property transfer stamp.
- C. Deposits which are determined to be ineligible for return after the prescribed period of time will be forfeited to the Village's Tree Bank.
- D. Village Use of Tree Bank Funds: When the total amount of required replacements cannot be installed, or are not installed and approved before the Code prescribed completion date, Equivalent Value of trees not planted will be forfeited to the Village Tree Bank. The Village may use the forfeited funds to perform unrelated removals and replacements throughout the community.
- E. Cash deposits for removals requiring replacement on non-Single Family Residential sites shall be calculated at the equivalent value of the proposed replacement.

### **13-1-8: Tree Replacement**

Where required, replacement trees shall be provided in accordance with this section.

- A. Trees removed from Single Family Residential (SFR) home sites shall be replaced on an inch-per-inch DBH basis, as adjusted for Equivalent Value.
- B. Trees removed from non-SFR sites (multi-family, commercial, subdivisions, etc.) shall be replaced on a tree-per-tree basis, as adjusted for Equivalent Value.
- C. When appendix "A" trees are removed, they shall be replaced with appendix "A" trees, unless otherwise specified in the Code.

- D. When non-appendix "A" trees are removed, they may be replaced with appendix "A" or non-appendix "A" trees.
  - 1. Equivalent value shall be used to determine required replacements when inch-per-inch replacement is required.
- E. Minimum size for single-stem replacement trees is 2.5" (two and one-half inches) DBH. Multi-stem and coniferous replacements shall be a minimum 8' (eight feet) in height from top of root ball to highest point of tree.
- F. Replacement trees shall be suitable for the proposed location and approved by the Village.
  - 1. Proposed planting locations shall allow for trees to survive and thrive. Considerations shall be made regarding sun exposure, overhead wires, underground utilities, proximity to existing buildings and roadways, and soil condition.
  - 2. The Village may request the proposed replacement trees be evaluated by a Certified Arborist, prior to approval.
- G. Diversity: Due to devastating losses to Elm and Ash tree populations, the Village strives to provide a diverse tree canopy which is resistant to pests, pathogens, and natural disaster. The Village may require substitution of proposed replacement trees in order to achieve desired diversity of species, genus, or family.
- H. Tree replacement plan shall be provided to the Village for review and approval. Replacement plan shall indicate the proposed location, species, and size of all proposed and existing trees.
- I. Tree replacements on property other than Single Family Residential lots shall comply with Title 13, Chapter 2 of this Code.
- J. Off-site replacements: The Village may allow for replacement trees to be installed outside of the Parcel from which trees were removed under specific conditions:
  - 1. Off-site location is owned by the same party from which trees were removed.
  - 2. Off-site location is part of a development or subdivision inclusive of the Parcel from which trees were removed.
  - 3. Off-site location is Village owned property and replacement plan is approved by Village Manager or Public Works Director.

**REQUEST FOR BOARD ACTION  
COMMITTEE OF THE WHOLE MEETING  
OCTOBER 22, 2018**

**Subject:** Resolution to approve an Intergovernmental Agreement for the Dispatch Service to be Provided by the Deerfield Communications Center

**Action Requested:** Approval of Resolution

**Originated  
By/Contact:** Joseph Leonas, Chief of Police

**Referred To:** Village Board

**Summary / Background:**

With the Village of Vernon Hill's police dispatch agreement expiring in 2018, Lincolnshire staff met with Vernon Hills staff to negotiate a successor agreement. During that time, staff was presented with a proposal from the Village of Vernon Hills to enter into a two and one half year agreement that would begin on October 1, 2018 and continue until April 30, 2021.

The Village of Vernon Hills proposal contained a 21% increase in its first year. As a result, Lincolnshire's cost would go from \$333,290 to \$403,326 annually; an increase of \$70,036. Although subsequent years contain smaller increases, the cost of dispatch is significantly higher than Lincolnshire's previous agreement.

Vernon Hills presented several reasons for the increase in cost. First, Vernon Hills is trying to achieve parity with respect to Vernon Hills, and its other partner community, Libertyville. Vernon Hills feels Lincolnshire should be closer to 20% of their total dispatch budget of \$2,398,639. Lincolnshire is currently at 13.9%. Libertyville is at 32.7% for comparison. Secondly, the Vernon Hills proposal includes costs for capital improvements of \$340,000 over 2 ½ years, of which Lincolnshire's share would be \$68,000.

After receiving Vernon Hill proposal, staff sought alternative quotes/proposals from the surrounding area dispatch centers to ensure the costs are in line with market standards.

**VERNON HILLS PROPOSAL**

<b>Time Period</b>	<b>Total Annual Amount</b>	<b>Percent Increase</b>	<b>Amount of Increase</b>
10/1/2018 – 9/30/2019	\$403,326	21%	\$70,036
10/1/2019 – 9/30/2020	\$416,926	3.37%	\$13,600
10/1/2020 – 4/30/2021	\$431,020	3.38%	\$14,094

**Vernon Hills IGA extended to April 30, 2019**

Given the time needed to explore a possible other dispatch options, staff approached the Village of Vernon Hills with the possibility of extending the current intergovernmental agreement. Vernon Hills agreed to an extension which expires April 30, 2019. The extension was approved

by the Village Board on September 24, 2018. Per that extension agreement, the Village must notify Vernon Hills by November 1, 2018, if it intends to terminate the dispatch services agreement with the Village of Vernon Hills.

**Village of Deerfield – Proposal**

The Village of Deerfield provided a proposal for police dispatch services at a much lower cost, while still providing the same level of service. Deerfield proposed an initial 5-year intergovernmental agreement, with a 3-year renewal. This would also require Lincolnshire moving from the Vernon Hills & Libertyville Joint Emergency Telephone Systems Board (JETSBS) to the Deerfield & Bannockburn JETSBS.

Below is a chart that identifies the total dispatch costs over five years. The amount saved over a 3-year time frame when compared to Vernon Hills proposed service charge is \$678,201. Using the Vernon Hills proposed percentage increase, a projection for the five year savings is \$1,169,479.

**DEERFIELD PROPOSAL**

Year	Monthly Cost	Deerfield Total Annual Cost	Vernon Hills Total Annual Cost	Amount of Annual Savings	Percentage of Savings Annually
2019	\$15,417	\$185,000	\$403,326	\$218,326	54.13%
2020	\$15,904	\$190,844	\$416,926	\$226,082	54.23%
2021	\$16,436	\$197,227	\$431,020	\$233,793	54.24%
2022	\$16,989	\$203,868	\$445,545*	\$241,677*	54.24%*
2023	\$17,580	\$210,958	\$460,559*	\$249,601*	54.19%*
	TOTAL:	\$987,897	\$2,157,376	\$1,169,479	54.21%

**\*Estimate based on previous percentage increase**

**First year “Start-up” costs**

The initial estimated cost to connect to Deerfield dispatch is \$102,680. Lincolnshire will have to establish a connection to the East Shore Radio Network in Highland Park. Deerfield uses an older VHF network, as opposed to Vernon Hill’s *StarCom* digital 800 MHz network. As a result, a *StarCom* “bridge” would have to be installed onto the East Shore Radio Network. The cost of the bridge is estimated at \$57,000. Deerfield currently dispatches for Bannockburn and Riverwoods Police Departments. In the event those police departments transition to 800 MHz digital radios, Deerfield would charge each of the other communities a pro-rated portion of the cost of the bridge, and rebate Lincolnshire the difference in “dispatch services credit.”

A data link must also be established to connect Lincolnshire’s Live Scan and L.E.A.D.S. terminals to Deerfield, as well as Lincolnshire’s computer-aided dispatch (CAD) and records management system (RMS). The connection can be made through either a fiber connection, microwave link, or a virtual private network (VPN). Fiber connections result in monthly fees from \$800 - \$1,000. Microwave links would have no recurring costs, but would have a sizable up-front cost to create (\$20,000 - \$50,000). The VPN connection is recommended by the Village of Deerfield, and serves as the lowest cost option. Staff has decided to use the VPN connection initially, and if a different connection type is later determined to be needed, one of the other two options will be explored.

Finally, there would be a cost to retain and archive Lincolnshire’s old police report data currently held and maintained by Vernon Hills. Lincolnshire uses *New World Public Safety Software*

*Solutions* from Tyler Technologies for Lincolnshire’s police records management system (RMS). Deerfield also uses *New World* from Tyler Technologies, however, Deerfield’s version is newer and not compatible with the older version utilized by Vernon Hills. The estimated cost to transfer Lincolnshire’s data from Vernon Hills to a separate server that will be owned and maintained by Lincolnshire is \$45,680. This is a one-time cost, and all future *New Word* costs are included in Deerfield’s quote for dispatch services. It is important to note that this *New World* conversion has also been under consideration with Vernon Hills. It is understood that a software upgrade will likely occur in the future, regardless of a change in dispatch services.

A chart below details the first year start-up costs. Taking into consideration the “Year One” start-up costs, the total amount saved for police dispatch in 2019 is approximately \$75,000 when compared to the Vernon Hills proposal/quote. For comparison, in 2013 Lincolnshire paid Vernon Hills \$138,975 in a one-time start-up capital outlay.

**YEAR ONE LINCOLNSHIRE START-UP COSTS**

<i>StarCom</i> bridge	\$57,000
<i>New World</i> Data Conversion	\$45,680
TOTAL	\$102,680

**Other Dispatch Center Quotes**

Two additional regional dispatch centers were contacted regarding their ability and interest to dispatch for the Lincolnshire Police Department. The Wheeling Police Department quoted a range of \$200,000 to \$215,000 annually. Wheeling currently dispatches for the Des Plaines Police Department in addition to their own department. The Village of Glenview initially expressed interest, but ultimately declined to provide a formal quote, citing their figure would likely meet or exceed the Vernon Hills Police Department’s quote due to their current partner agreements in place.

**Budget Impact:**

In Fiscal Year 2019, a savings of approximately \$75,000 is anticipated. By the end of the five year agreement, the Village will realize over \$1,000,000 in savings.

**Recommendation:**

Staff recommends approval of the Intergovernmental Agreement.

**Reports and Documents Attached:**

- Intergovernmental Agreement with the Deerfield Communications Center
- Resolution to Approve Intergovernmental Agreement
- Deerfield Police Department letter regarding dispatch services, dated June 12, 2018
- Vernon Hills Dispatch Extension Intergovernmental Agreement

<b>Meeting History</b>	
<b>Initial Referral to Village Board (COW):</b>	<b>October 22, 2018</b>
<b>Regular Village Board Meeting:</b>	

**EMERGENCY DISPATCH SERVICES AGREEMENT BETWEEN  
THE VILLAGE OF DEERFIELD AND VILLAGE OF LINCOLNSHIRE**

**THIS AGREEMENT** is made as of \_\_\_\_\_, 2018, by and between the **VILLAGE OF DEERFIELD**, an Illinois home rule municipal corporation ("**Deerfield**") and the **VILLAGE OF LINCOLNSHIRE**, an Illinois home rule municipal corporation ("**Lincolnshire**"). In consideration of the mutual promises of the parties hereto made each to the other and other good and valuable consideration, Deerfield and Lincolnshire hereby agree as follows:

**Section 1. Background.**

- A. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government such as Deerfield and Lincolnshire, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government.
- B. Deerfield and Lincolnshire are units of local government.
- C. Deerfield operates an emergency dispatch center, and Lincolnshire is seeking to have Deerfield perform emergency dispatch services for Lincolnshire's police department and other services as hereinafter described.
- D. Deerfield and Lincolnshire have determined that it is in the best interests of each party to this Agreement and the public health, safety and welfare of persons and property within Deerfield and Lincolnshire to enter into this Agreement providing that Deerfield shall provide emergency dispatch services to Lincolnshire.

**Section 2. Provision of Emergency Dispatch Services by Deerfield and Corresponding Obligations of Lincolnshire.**

- A. Operation of Full Service Emergency Dispatch Center by Deerfield. Deerfield shall continue to operate directly an emergency dispatch center to provide emergency dispatch services to Lincolnshire. Services to be provided by Deerfield to Lincolnshire (collectively, "**Dispatch Services**") shall include, without limitation, the following, and shall be conducted at a level equal to the overall service level provided to Deerfield's residents and non-resident customers:
  - 1. Provide 24-hour a day answering of all emergency 9-1-1 and police 10 digit emergency telephone calls emanating from within the borders of Lincolnshire, and
  - 2. Maintain updated telephone lists of Lincolnshire staff and employees
  - 3. Implement and utilize call-out procedures agreed upon and adopted by the parties for emergencies and non-emergencies.

4. Provide answering of all calls made to the public safety non-emergency ten (10) digit Police Department telephone number after normal business hours of the Police Department, as may be designated from time to time by the Chief of the Lincolnshire Police Department (typically between 1630 hours and 0800 hours).
5. Provide administrative phone call relief in limited circumstances during normal business hours, when a Lincolnshire Record's Clerk is temporarily unavailable.
6. Provide audio and video monitoring of Lincolnshire Police Officers during the prisoner booking process.
7. Provide 24-hour a day emergency dispatching for all Lincolnshire Police Department calls for service and related activities as well as after-hours' notification of Lincolnshire Public Works as requested by the Lincolnshire Police.
8. Maintain and operate radio and computer communications with Lincolnshire for all Police Department emergency dispatch calls, utilizing dispatching procedures agreed upon and adopted by the parties.
9. Maintain daily employee staffing levels sufficient, in Deerfield's reasonable discretion, for Deerfield to provide Lincolnshire with the Dispatch Services.
10. Perform, in accordance with procedures agreed upon and adopted by the parties, supervised transfers of 9-1-1 calls for fire or EMS service to Lincolnshire-Riverwoods Fire Protection District's designated dispatch facility for such calls at no additional cost.
11. Provide general information to and answer questions related to public health and safety issues (i.e. boil orders or street closures) and general information related to Police and other Lincolnshire services asked by Lincolnshire residents, non-resident customers, and others in accordance with informational materials provided by Lincolnshire.
12. Upon request by Lincolnshire, provide copies of reports on call volume, LEADS reports, officer time usage, and any other reasonably requested reports routinely maintained by a law enforcement agency.
13. Maintain a call logging and recording system of all telephone calls and, upon written request, provide copies of recorded calls to the Lincolnshire Police Department. Deerfield will further provide assistance in timely responding to litigation related discovery involving Lincolnshire' emergency calls or properly submitted Freedom of Information Act requests.
14. Conduct, at Lincolnshire' request, Lincolnshire's required operations pertaining to the Law Enforcement Data System program ("**LEADS**") and the National Crime Information Center program ("**NCIC**"), including, without limitation, any of the following activities:
  - a. Assist and cooperate with all audits of the LEADS and NCIC program files and operations.
  - b. Enter information into LEADS or NCIC as requested by Lincolnshire, including without limitation warrants and sex offenders.

- c. Maintain and manage hot files.
- d. Maintain and manage all LEADS and NCIC files.
- e. Remove from the LEADS and NCIC files information and data that is no longer current or accurate.
- f. Update and validate, on a regular basis, LEADS and NCIC data and files, with information provided by Lincolnshire.

15. Maintain and operate mutual aid Dispatch Services for Lincolnshire in accordance with the emergency response plans and programs established by the Northern Illinois Police Alarm System ("**NIPAS**"), the Illinois Law Enforcement Alarm System ("**ILEAS**"), the North Regional Major Crimes Task Force ("**NORTAF**"), the Lake County Major Crime Task Force ("**LCMCTF**"), Illinois Terrorism Task Force ("**ITTF**") and the Major Crash Assistance Team ("**MCAT**"), as well as any other applicable public safety organizations; provided, however, that Deerfield's obligations in this regard are limited to monitoring, dispatching, documenting, and updating of system information, based upon data provided by Lincolnshire.

16. To encourage mutual personnel interactions, direct its emergency dispatch personnel to accompany Lincolnshire Police officers on "ride-a-longs" to become familiar with local geography and Lincolnshire Police Department procedures. Such "ride-a-longs" may be conducted on no less than an annual basis, at no additional charge to Lincolnshire. The Deerfield Police Chief will designate specific dispatch personnel to attend Lincolnshire Police Department meetings and other events as mutually agreed upon by the parties throughout the term of this Agreement.

17. Utilize, at the request of the Lincolnshire Police Department Command Staff, Lincolnshire's citizen alert/mass notification software to activate community and/or police department notifications for emergency circumstances only. The Lincolnshire Police Department shall provide all scripts for citizen alert calls.

18. Maintain exclusive control, supervision and direction over Deerfield personnel all times during the term of this Agreement.

19. Provide other related services as mutually agreed upon by Deerfield and Lincolnshire.

B. Obligations of Lincolnshire. Lincolnshire agrees to perform the following in order to enable Deerfield to efficiently and properly fulfill its obligations under this Agreement:

- 1. Provide timely updated telephone lists, call-out procedures and suggested telephone answering procedures.
- 2. Provide timely notification of a Lincolnshire Police Department employee designated to receive notice in the absence of the Police Chief.
- 3. Provide informational materials on public safety issues for dissemination to residents of Lincolnshire.

4. Provide timely reports and other data needed for Deerfield to comply with LEADS and NCIC requirements.
  5. Lincolnshire will be responsible for all costs relating to the initial connection of dispatch services.
- C. New Recipients of Dispatch Services. Deerfield may attempt to solicit other municipalities to enter into agreements by which Deerfield may provide emergency dispatch services and Deerfield retains the power, in its sole discretion, to enter into such agreements provided that such additional agreements do not result in the unreasonable diminishment of service to Lincolnshire.

### **Section 3. Determination and Payment of Costs by Lincolnshire.**

- A. Annual Fee for Dispatch Services. Lincolnshire agrees to pay to Deerfield a fee for Dispatch Services, as described in section 2.A, in the amounts set forth in the attached **Exhibit A ("Annual Fee")**, attached hereto and incorporated by reference herein; the parties acknowledge and agree that the Annual Fee includes ongoing expenses to upgrade, improve, and enhance the Dispatch Services and the equipment and facilities relating thereto. In recognition of the costs that Deerfield must incur in advance of the start of dispatch services, Lincolnshire shall, in addition to the Annual Fee for the first annual period of this Agreement, deliver to Deerfield a payment in the amount of **\$57,000** no later than thirty (30) days after execution of this Agreement by all parties ("**Commencement Payment**"). The purpose of the Commencement Payment is to reimburse Deerfield for the capital expenditures required to provide the Dispatch Services to Lincolnshire on the Commencement Date. The provisions of the Local Government Prompt Payment Act 50 ILCS 505/1 shall apply to all payments due hereunder.
- B. Credits upon Termination. In the event that this Agreement is terminated prior to the expiration date set forth in Section 8.A, with the exception of a termination due to a default by Lincolnshire, the portion of the Annual Fee corresponding the remainder of the current annual period will be refunded to Lincolnshire on a *pro rata* basis. Such refund will be paid by Deerfield to Lincolnshire no later than 30 days after the termination of the Agreement.
- C. Additional Expenses. To the extent that this Agreement provides for Lincolnshire to bear expenses other than those set forth in **Exhibit A** and relating to the Dispatch Services, such other expenses shall also be due and payable according to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1).
- D. A payment equal to  $\frac{1}{4}$  of the Annual Fee shall be paid to Deerfield on a quarterly basis during the term of this Agreement no later than the first day of each quarter to which the payment applies. The initial Lincolnshire quarterly payment will be paid within thirty (30) days after commencement of dispatch services ("Dispatch Services Payment").

### **Section 4. Insurance; Indemnification.**

- A. Coverage Provided. Deerfield agrees to provide the following insurance coverages for the Dispatch Services:
1. Commercial General Liability;

2. Business Liability for any equipment used in the provision of the Dispatch Services under this Agreement;
3. First Party Property;
4. Workers' Compensation; and
5. Employers' Liability for employees of Deerfield who perform the Dispatch Services under this Agreement.

Such coverages shall be in amounts no less than what Deerfield maintains for itself in its normal course of business.

- B. Proof of Coverage by Deerfield. Deerfield agrees to furnish to Lincolnshire certificate of coverage detailing the self-insurance or commercial insurance as provided by its insurer. The certificate shall be delivered to Lincolnshire within thirty (30) days after the effective date of this Agreement. All liability coverage carried by Deerfield shall be endorsed to name Lincolnshire as an additional insured. All certificates memorializing the coverages set forth in Section 4.A shall express that Lincolnshire is an additional insured.
- C. Termination of Coverage. All policies carried by Deerfield shall contain a provision which requires notice of intent to cancel or modify coverage not less than thirty (30) days prior to the effective date thereof. If Deerfield receives notice of its insurer's intent to cancel or modify coverage, as provided by its insurer, or its coverage is terminated for any reason:
1. Deerfield shall promptly notify Lincolnshire in writing of receipt of any such notice; and
  2. Deerfield agrees to use its best efforts to provide comparable coverage either through membership in a joint risk management association or through commercial insurance carriers.
- D. Coverage by Lincolnshire. Lincolnshire agrees to provide commercial general liability coverage for their operations as provided herein, and workers compensation coverage and employers' liability for their employees who will perform obligations of Lincolnshire under this Agreement, and to provide proof of insurance at Deerfield's request.
- E. Indemnification.
1. Deerfield does hereby indemnify and holds Lincolnshire harmless from and against any and all claims which may arise out of the provision of Dispatch Services by Deerfield under this Agreement, except to the extent caused by the negligence or willful and wanton conduct of Lincolnshire, as the case may be.
  2. Lincolnshire does hereby indemnify and holds Deerfield harmless from and against any and all claims which may arise out of the obligations of Lincolnshire under this Agreement, or any obligation related to the provision of police and/or public works services, except to the extent caused by the negligence or willful and wanton conduct of Deerfield.

3. Nothing expressed in this Agreement is intended to result in the waiver of any defenses or immunities provided by statute or common law. The reciprocal indemnity described herein is solely for the benefit of the parties hereto and there are no third party beneficiaries intended or created by the parties' allocation of risk.

F.

**Section 5. Promotion of Interaction and Communication.** The parties agree that they desire to establish a variety of means to enhance and promote communication and cooperation between Deerfield and Lincolnshire. In addition to those matters otherwise addressed in this Agreement, the parties also wish to establish the following:

- A. Access to Information about Service Delivery. Lincolnshire shall have access to Deerfield's records pertaining to the Dispatch Services Deerfield provides Lincolnshire. Deerfield will provide such records for the purposes of inspection by any authorized representatives of Lincolnshire (during regular business hours, upon reasonable notice), to the same extent as such records are available for inspection by any authorized representatives of Deerfield.
- B. Complaint Procedure. Deerfield shall establish a procedure for responding to complaints concerning the provision of the Dispatch Services. Deerfield agrees to inform Lincolnshire, within 48 hours, when specific complaints are brought by Lincolnshire's residents or customers, including without limitation the date and time of the call, complainant's contact information, and a description of the complaint. In addition, Deerfield agrees to inform Lincolnshire of the actions taken by Deerfield to resolve the complaint.
- B. Regular Meetings. The parties agree that representatives of each of the parties shall meet initially to consider the implementation of mutually agreed upon operational rules and procedures for the provision of the Dispatch Services pursuant to this Agreement. The parties further agree that their representatives shall meet on a regular basis to discuss this Agreement and the Dispatch Services provided pursuant to this Agreement, including without limitation issues relating to the operation of the Dispatch Services and the complaint procedures described in Subsection 5.B of this Agreement.

**Section 6. Records.** Deerfield shall establish and keep a file and record system for data relative to the Dispatch Services. The parties shall provide and exchange records in accordance with the provisions and limitations of the Health Insurance Portability and Accountability Act (HIPAA) and any other applicable federal or State laws and regulations, the provisions of which shall supersede any conflicting requirement of this Section. Deerfield will also promptly provide all records that Lincolnshire may require to respond to a properly submitted request under the Freedom of Information Act (5 ILCS 140/1 *et seq.*) or litigation related discovery.

## Section 7. Dispute Resolution.

- A. Negotiation. The parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the parties agree to engage in good faith negotiations to resolve any such dispute. If any party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a party's failure to comply with this Agreement, then that party may serve on the other party written notice, delivered as provided in Section 10 of this Agreement, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The parties then, within seven (7) days, shall schedule a date certain for representatives of the parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30-day period (or such longer period to which the parties may mutually agree), then either party may pursue remedies available under this Agreement, including termination.
- B. Continuation of Services and Payments. During all negotiation proceedings and any subsequent proceedings provided for in this Section 7, Deerfield and Lincolnshire shall continue to fulfill the terms of this Agreement to the fullest extent possible. Deerfield shall continue to provide Dispatch Services to Lincolnshire as provided by this Agreement. Lincolnshire shall continue to make all payments to Deerfield for the Dispatch Services as provided by this Agreement, including all payments about which there may be a dispute.
- C. Remedies. Provided that the parties have met their obligations under Section 7.A, the parties shall be entitled to pursue such remedies as may be available in law and equity, including an action to secure the performance of the covenants, agreements, conditions, and obligations contained herein. The parties agree that any such action must be brought in the Circuit Court of Lake County, Illinois. The requirements of Section 7.A shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety. The non-prevailing party in such a dispute shall pay the attorney's fees and court costs of the prevailing party.

## Section 8. Term; Termination.

- A. Term. The term of this Agreement shall be for **Five (5)** years following the Commencement Date, terminating on **December 31, 2023**, (the "**Initial Term**") or such other date thereafter as the parties may mutually agree. Lincolnshire and Deerfield may renew the Agreement for an additional **Three** year term (the "**Renewal Term**") by mutual written agreement no less than one hundred eighty (180) days before the expiration of the Initial Term. The parties agree to negotiate in good faith on the issue of pricing for the Renewal Term. After the expiration of the Renewal Term, the parties may agree to extend the Agreement upon such terms and conditions as are mutually agreeable.
- B. Termination. This Agreement may be terminated pursuant to one of the following procedures:
1. By written agreement of the parties duly authorized by the appropriate legislative action of each party; or
  2. In the event of a material default under this Agreement, and provided that the parties have failed to resolve matters pursuant to the provisions of Section 7, the non-defaulting party may notify a defaulting party in writing setting forth the nature of the

material default and the requested remedy of such material default. The defaulting party shall thereafter have ten (10) days to correct the material default prior to the non-defaulting party's terminating this Agreement; provided that said 10-day period shall be extended, for a reasonable time not exceeding ninety (90) days, if said default cannot reasonably be cured within said 10-day period. If a defaulting party fails to cure the material default within the cure period provided in this Section, the non-defaulting party shall have the right to terminate this Agreement by written notice of termination to the defaulting party, which termination will be effective immediately (or by such other date, not beyond the term of this Agreement, as the non-defaulting party may determine). A party that terminates this Agreement pursuant to this Section 8.B.2 shall retain its rights to pursue any and all other remedies that may be available, either in law or in equity under this Agreement; or

3. In the event Deerfield merges its dispatch services with any other dispatch center during the term of this Agreement, Deerfield shall notify Lincolnshire not less than 180 (180) days prior to the date of such merger, and at that time, either party may terminate the Agreement.
4. Either party may cancel this agreement without cause with advance written notice of at least twelve (12) months.

In the event that this Agreement is terminated pursuant to this Section 8, the parties will cooperate and coordinate efforts to allow Lincolnshire to transition its emergency call answering and dispatching to another dispatching facility with no disruptions in service. After termination any transferred equipment shall remain in possession of Deerfield.

#### **Section 9. Miscellaneous.**

- A. Unfunded Mandates. The parties acknowledge that significant changes have occurred in legal requirements of Emergency Dispatch Services over the past decade and are likely to occur in the future. In the event that unfunded mandates arise from legislation or regulations adopted or imposed by the State of Illinois or the federal government of the United States of America which impose dispatch service obligations on Deerfield over and above current obligations, then the parties agree to negotiate a sharing of the costs incurred to comply with said mandates, and the parties agree to be responsible for their fair share of said costs. This provision shall not apply to any legislative or administrative actions taken by Deerfield.
- B. Effective Date. This Agreement shall be effective as of the date it is signed by both parties; provided, however, that Deerfield will not be required to commence provision of the Dispatch Services until the Commencement Date.
- C. Commencement Date. To be mutually agreed upon and set by Lincolnshire, upon sixty (60) days advance written notice to Deerfield, after consultation with Deerfield's Police Chief, but in no case shall the Commencement Date occur later than 200 days after the approval and execution of this Agreement by both parties.

**Section 10. General Provisions.**

A. Notice. All notices required or permitted to be given under this Agreement must be given by the Parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 10.A. The address of any Party may be changed by written notice to the other Parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the Parties will be addressed to, and delivered at, the following addresses:

If to Deerfield: Village of Deerfield  
850 Waukegan Road  
Deerfield, IL 60015  
Attention: Village Manager

with a copy to: Holland & Knight LLP  
131 S. Dearborn Street, 30<sup>th</sup> Floor  
Chicago, IL 60603  
Attn: Steven M. Elrod, Village Attorney

If to Lincolnshire: Village of Lincolnshire  
One Olde Half Day Road  
Lincolnshire, IL 60069  
Attention: Village Manager

with a copy to: Ancel, Glink, P.C.  
175 East Hawthorn Parkway, Suite 145  
Vernon Hills, IL 60061  
ATTN: Adam Simon, Village Attorney

- B. Time of the Essence. Time is of the essence in the performance of this Agreement.
- C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- D. Non-Waiver. No party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of any party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right.
- E. Ownership of Dispatch System. Deerfield will own the entire dispatch system, including the Transferred Equipment.
- F. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization,

approval, acknowledgement, or similar indication of assent shall be in writing and shall not be unreasonably withheld, conditioned or delayed.

- G. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.
- H. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
- J. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- K. Exhibits. **Exhibits A**, attached to this Agreement is, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.
- L. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with applicable law.
- M. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.
- N. Authority to Execute. Each party hereby warrants and represents to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such party.
- O. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against Deerfield and Lincolnshire.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS HEREOF**, the parties hereto have caused this Agreement to be executed and attested to as of the day and year first above written.

**VILLAGE OF DEERFIELD**

**VILLAGE OF LINCOLNSHIRE**

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Mayor

Attest \_\_\_\_\_  
Village Clerk

Attest \_\_\_\_\_  
Village Clerk

**EXHIBIT A**

**PAYMENT SCHEDULE**

- Year 1: **\$185,000**
- Year 2: **\$190,844**
- Year 3: **\$197,227**
- Year 4: **\$203,868**
- Year 5: **\$210,958**



# Deerfield Police Department

850 Waukegan Road  
Deerfield, IL 60015  
(847) 945-8636  
Fax: (847) 945-5080  
[www.deerfield.il.us](http://www.deerfield.il.us)

John J. Sliozis  
Chief of Police

Chief Joe Leonas  
Lincolnshire Police Department  
One Olde Half Day Road  
Lincolnshire, IL 60069

June 12, 2018

Dear Chief Leonas,

Through preliminary discussion and research it has been determined that the Village of Deerfield/Deerfield Police Department could provide "Dispatch Services" to the Village of Lincolnshire at an annual cost not to exceed \$185,000.00. Deerfield would maintain a PSAP (Public Safety Answering Point) center consisting of equipment and personnel to provide 24 hour per day public safety emergency communications to the Village of Lincolnshire Police Department that would include emergency telephone answering, radio communication and related services. Additional common and joint services could be provided with the mutual consent of Deerfield and Lincolnshire.

Deerfield is aware that "Dispatch Services" for Lincolnshire are currently provided by the Village of Vernon Hills. Given the opportunity to provide service, working with the Village of Lincolnshire Deerfield would make every effort to ensure that the services provided meet or exceed those currently provided by Vernon Hills. It should also be noted that additional "start-up" costs may be incurred by Lincolnshire in the first year to ensure connectivity and transfer of applicable services. Deerfield is willing to address the possibility of providing other services which could result in additional fees if outside the scope of "Dispatch Services" (Records, Lock-up, etc.).

If terms could be finalized, Deerfield would be seeking a five year agreement with three additional years which automatically renew annually if agreeable to all parties. This arrangement is similar to the terms in place with Riverwoods as established when they became part of the Deerfield-Bannockburn center. Current participants do not pay annual Capital contributions and we do not anticipate a change in that practice. Deerfield has been in regular contact with all vendors which would be required to participate in this transition and is confident the transfer could be operational by October 1, 2018. Deerfield anticipates the terms of agreement with Lincolnshire would be substantially similar to those currently in place with Bannockburn and Riverwoods.



We look forward to working with you and the Village of Lincolnshire in moving forward with this endeavor.

Sincerely,

A handwritten signature in black ink that reads "John J. Sliozis". The signature is written in a cursive style with a large, stylized initial "J".

John J. Sliozis  
Chief of Police

**VILLAGE OF LINCOLNSHIRE  
LAKE COUNTY, ILLINOIS**

**RESOLUTION**

**A RESOLUTION APPROVING  
AN INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE VILLAGE OF DEERFIELD AND  
THE VILLAGE OF LINCOLNSHIRE FOR THE PURPOSE OF PROVIDING  
EMERGENCY DISPATCH SERVICES**

This Agreement is made and entered into as of this 22nd day of October, 2018, by and between the Village of Deerfield, a Home Rule municipal corporation of the State of Illinois, in accordance with Article VII, Section 6 of the Constitution of the State of Illinois (1970) and organized and existing under the terms of the Illinois Municipal Code, 65 ILCS 5/1-1-1 (hereinafter, "Deerfield"), and the Village of Lincolnshire, a Home Rule municipal corporation of the State of Illinois, in accordance with Article VII, Section 6 of the Constitution of the State of Illinois (1970) and organized and existing under the terms of the Illinois Municipal Code, 65 ILCS 5/1-1-1, et. seq. (hereinafter, "Lincolnshire").

**WITNESSETH:**

**WHEREAS**, pursuant to an intergovernmental agreement, Deerfield operates a communication center for dispatch services. For purposes of this Agreement Deerfield shall be referred to herein as the "Communication Center"; and

**WHEREAS**, Lincolnshire operates a full time police department providing police services within the Village of Lincolnshire; and

**WHEREAS**, the Communication Center and Lincolnshire wish to enter into an agreement, pursuant to which the Communication Center will provide Lincolnshire with emergency telephone answering and police radio dispatch services utilizing personnel and equipment maintained and operated by the Communication Center (hereinafter, collectively referred to as "the Dispatch Services"); and

**WHEREAS**, Lincolnshire desires to enter into this Agreement with the Communication Center to provide a mutually beneficial arrangement regarding police dispatch services provided by the Communication Center; and

**WHEREAS**, the Parties have the power and authority to enter into this Agreement pursuant to the provisions of Article VII, Section 10 of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1 et seq., and other applicable authority;

**WHEREAS**, Lincolnshire and Deerfield have determined that it is in the best interests of each party to this Agreement and the public health, safety and welfare of persons and property within their respective jurisdictional areas to enter into this

Agreement providing that the Communication Center shall provide Dispatch Services to Lincolnshire.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Lincolnshire, as follows:

**SECTION 1:** The Village finds and determines that it is in the best interest of the community to enter into the Intergovernmental Agreement.

**SECTION 2:** This Resolution shall be in full force and effect upon its passage and approval by a majority of the members of the Village Board.

SO RESOLVED this \_\_\_\_ Day of \_\_\_\_\_, 2018.

AYES:

NAYS:

ABSENT:

APPROVED:

\_\_\_\_\_  
Elizabeth J. Brandt, Mayor

ATTEST:

\_\_\_\_\_  
Barbara Mastandrea, Village Clerk

2152  
CONTRACT EXTENSION TO  
INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE VILLAGE OF VERNON HILLS,  
AND THE VILLAGE OF LINCOLNSHIRE  
FOR PURPOSE OF PROVIDING EMERGENCY DISPATCH SERVICES

This Addendum and Agreement (“Extension”) is made and entered into on this 24<sup>th</sup> day of September 2018 between the Village of Vernon Hills, an Illinois municipal corporation with Home Rule authority, in accordance with article VII, section 6 of the Illinois Constitution (1970) (hereafter “Vernon Hills”) and the Village of Lincolnshire, an Illinois municipal corporation with Home Rule authority in accordance with article VII, section six of the Illinois Constitution (1970) (hereafter “Lincolnshire”) as follows:

**WHEREAS**, Vernon Hills, and Lincolnshire entered into an Agreement (hereafter “Initial Agreement”) dated July 9, 2013 relating to the providing of Emergency Dispatch Services (hereafter, “Services”); and

**WHEREAS**, the Initial Agreement is set to expire on September 30, 2018; and

**WHEREAS**, Lincolnshire has been approached by the Village of Deerfield with a proposal that Deerfield would provide Emergency Dispatch Services for Lincolnshire and Lincolnshire is in the process of evaluating Deerfield’s proposal; and

**WHEREAS**, Lincolnshire requires additional time to evaluate Deerfield’s proposal; and

**WHEREAS**, Vernon Hills continues to provide Services to Lincolnshire pursuant to the Initial Agreement and Lincolnshire continues to honor its obligations under that Agreement; and

**WHEREAS**, the parties desire to continue to provide and/or receive the Services without interruption during the term of this Extension;

**WHEREAS**, the efficient operation of a 9-1-1 Call Center and Emergency Dispatch services are essential to protecting the health, safety and welfare of the communities served under the Initial Agreement and this Extension;

**IT IS HEREBY UNDERSTOOD AND AGREED:**

1. **Recitals**. The foregoing recitals are incorporated by reference and are made part of this agreement.
2. **Incorporation by Reference**. All of the terms contained in the July 9, 2013 Agreement (attached as Exhibit A) are incorporated by reference into this Extension Agreement and shall remain in full force and effect for the duration of this Extension Agreement, except as expressly modified and/or amended by this Agreement.
3. **Effective Date**. This Extension shall become effective October 1, 2018.

4. **Extension of Prior Contract.** To enable Lincolnshire to evaluate Deerfield’s proposal to provide dispatch services, while allowing Vernon Hills to properly plan and staff the existing operations, the term of the Initial Agreement shall be extended through at least April 30, 2019. If Lincolnshire delivers written notice to Vernon Hills on or before November 1, 2018, indicating Lincolnshire’s intent to cease using the Services provided pursuant to the Initial Agreement and this Extension, then this Extension shall expire on April 30, 2019, or such other date thereafter as the parties may mutually agree. If Lincolnshire fails to deliver written notice of its intent to terminate the Initial Agreement and this Extension before November 1, 2018, then the Term of the Initial Agreement and this Extension shall be extended to April 30, 2021.
5. **Amendments.** The following paragraphs and provisions of the Initial Agreement are amended as follows:
- a. **Section 3** of the Initial Agreement is amended to provide the following pricing and costs (hereafter “Contract Costs”) to be paid by Lincolnshire.

<b>SCHEDULE OF CONTRACT COSTS</b>				
<b>(EFFECTIVE 10/1/2018)</b>				
Effective Date	Operating Costs	Capital Cost	SSMA**	Total*
2018	\$353,870.00	\$22,667.00	\$26,789.00	\$403,326.00
2019	\$366,254.00	\$22,667.00	\$28,005.00	\$416,926.00
2020	\$379,076.00	\$22,667.00	\$29,277.00	\$431,020.00

\*\* Note: Rates shall become effective October 1

\*\* SSMA refers to “software support and maintenance agreement”

All fees and costs as set forth in the Schedule of Contract Costs above shall be paid in equal monthly installments, commencing October 1, 2018.

- b. **Section 8(b)(3)** of the Initial Agreement is amended to delete the first two(2) sentences in that paragraph. The remainder of that paragraph shall remain in full force and effect commencing with the words “Lincolnshire shall be responsible ...”
- c. **Section 8** of the Initial Agreement is amended add paragraph 8(B)(4) which shall provide:

Except as otherwise provided in this Extension, in no event shall any party have the right to terminate the Initial Agreement or this Extension, without cause, at any time prior to April 30, 2019. In the event that any party terminates this Agreement at any time on or after May 1, 2019, without cause, such party shall provide all other parties a minimum of Eighteen (18) months written notice. For purposes of this provision, the term "Cause" shall mean the failure to meet any of the obligations imposed on the parties under Section 2 of the initial Agreement or Lincolnshire's failure to pay any amount due under the terms of the Initial Agreement or this Extension.

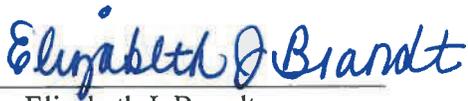
- d. **Section 8** of the Initial Agreement is amended to add paragraph 8(C) which shall provide:

**8(C). Transitional Services.** In the event Lincolnshire terminates the Initial Agreement or this Extension and requires assistance in transitioning Services from Vernon Hills and Countryside to another provider, then Lincolnshire shall be responsible for paying all costs associated with that transition, including, but not limited to, any cost for transferring CAD data, phone records, historical records, GIS data, reports or other records and information. Lincolnshire shall pay to Vernon Hills any costs which Vernon Hills may incur in assisting Lincolnshire in a transition, including, but not limited to, any staff time, vendor costs and/or consultant fees which may be incurred.

This Agreement and Extension are entered into effective October 1, 2018.

**ACCEPTED AND AGREED:**

**VILLAGE OF LINCOLNSHIRE**



By: Elizabeth J. Brandt  
Village Mayor

**VILLAGE OF VERNON HILLS**



By: Roger L. Byrne  
Village President

**REQUEST FOR BOARD ACTION  
COMMITTEE OF THE WHOLE MEETING  
OCTOBER 22, 2018**

**Subject:** Intergovernmental Agreement Regarding Regional 9-1-1 Consolidation Project

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**Action Requested:** Consideration of Intergovernmental Agreement

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**Originated  
By/Contact:** Joseph Leonas, Chief of Police

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**Referred To:** Village Board

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**Summary / Background:**

On April 23, 2018, the Village Board passed a resolution to participate in the development of a Regional 9-1-1 Consolidation Project. Lincolnshire, along with over twenty public safety entities agreed to contribute funding to support the research and development of specific implementation strategies for a 9-1-1 consolidation plan, including: a governance structure to serve as the decision-making body on behalf of all participating communities; cost sharing model; developing and adopting best practices for standardizing call taking operations; data collection and analysis; reporting, business processes, operational procedures, policies, technology, personnel practices, etc.

The Village has provided \$10,000 to provide one-third of the portion needed for the Joint Emergency Telephone Systems Board's representation in the Consolidation Project. The Village contributed an additional \$10,000 to maintain its own individual seat as a single representative in this effort. This ensures Lincolnshire has the identical representation and voting power as every other community, regardless of size.

This Intergovernmental Agreement is the first step toward the development of an implementation and migration plan, and may take up to two years to develop. The IGA has been created between all participating agencies to provide for financial oversight of the 9-1-1 Consolidation Fund, governance structure of the Regional 9-1-1 Consolidation Project, and Project management. Additionally, Lincolnshire staff is participating at every step of the process, to include having seats on the Policy Committee and Operations Committee.

Once the implementation and migration plan is complete, Lincolnshire will be equipped with the information necessary to make a final decision if it is in the best interest of the Village to move forward with Regional 9-1-1 Consolidation.

**Budget Impact:**

Participation in the proposed Intergovernmental Agreement does not obligate any further financial contributions to the Regional 9-1-1 Consolidation.

**Recommendation:**

Staff recommends approval of the Intergovernmental Agreement.

**Reports and Documents Attached:**

- Memorandum from the Deputy County Administrator regarding the intergovernmental agreement
- Intergovernmental Agreement regarding Regional 9-1-1 Consolidation Project



**Agenda Item  
3.42 COW**

<b>Meeting History</b>	
<b>Initial Referral to Village Board (COW):</b>	<b>October 22, 2018</b>
<b>Regular Village Board Meeting:</b>	



County Administrator

18 North County Street – 9th Floor  
Waukegan Illinois 60085-4334  
Phone 847 377 2250  
Fax 847 360 6732

To: All Regional 911 Consolidation Partner Communities and Public Safety Entities

From: Amy J. P. McEwan, Deputy County Administrator

Date: September 12, 2018

Subject: IGA Intergovernmental Agreement

Attached please find, an intergovernmental agreement for Regional 911 Consolidation Project. Each of the partner communities or public safety entities has already passed a resolution supporting the development of a Regional 911 Consolidation Implementation and Migration Plan. As part of this resolution, each community or public safety entity has agreed to contribute funding to support the development of a detailed and actionable plan. This IGA outlines a very basic understanding between the partner communities on how those funds will be spent and outlines a governance structure for developing the recommendations that will be placed in the Regional 911 Consolidation Implementation and Migration Plan.

This IGA is designed to address the needs of the group, along with each partner agency, during the development of the plan over the next two years or less if the plan is completed earlier. This agreement allows the county to act on behalf of all the partners to hire and manage a project manager and to hire and manage contractors for any additional services needed for the project. Examples of the types of service that the group may need to seek consulting expertise are financial planning, 911, technology, etc. All funds expended will be for activities directly related to the Regional 911 Consolidation Project and the project manager will regularly report to the Governance Committees on those expenditures. At the conclusion of the implementation and migration plan development, any funds remaining will be returned to the partner agencies proportionate to their original contribution. As we have committed to previously, Lake County will not seek additional funds from the partner agencies for this phase of the project.

Once the Implementation and Migration Plan is complete, each community and/or public safety entity will need to review the plan and determine their interest and ability to move forward with Regional 911 Consolidation as outlined in the plan. At that point, this IGA will have concluded its work, and a group of willing partners will need to form a public safety authority and/or other legally recognized public entity, to formally govern the process for consolidating the centers, as well as, the operation of the center thereafter.

The IGA has been drafted by the Lake County State's Attorney and reviewed by the Operations and Policy Committees at their monthly meetings. The conclusion of which was to unanimously recommend adoption of the IGA (in this format) by each governing body. While it can be tempting to tweak a word here or there, please be aware that any modification of the IGA, at this point, would require all other governing bodies to agree with the modification and re-pass the IGA as modified. Please contact Jim Hawkins, the project manager, with any questions that arise at 847-421-8762 [jhawkins@lakecountyill.gov](mailto:jhawkins@lakecountyill.gov).

**INTERGOVERNMENTAL AGREEMENT  
REGARDING REGIONAL 911 CONSOLIDATION**

This agreement is between the **County of Lake** (“County”), an Illinois body politic and corporate, and its **Lake County Emergency Telephone System Board** organized under the provisions of 50 ILCS 750/1, *et seq.*; the **Lake County Sheriff**; the **City of Waukegan**, an Illinois home rule municipal corporation; the **City of North Chicago**, an Illinois home rule municipal corporation; the **Northeast Lake County Consolidated Joint Emergency Telephone Systems Board**, an Emergency Telephone System Board organized under the provisions of 50 ILCS 750/1, *et seq.*; the **Village of Gurnee**, an Illinois municipal corporation; the **Village of Mundelein**, an Illinois home rule municipal corporation; the **Village of Libertyville**, an Illinois municipal corporation; the **Village of Lincolnshire**, an Illinois home rule municipal corporation; the **Village of Vernon Hills**, an Illinois home rule municipal corporation; the **Vernon Hills/Libertyville/Lincolnshire Joint Emergency Telephone Systems Board**, an Emergency Telephone System Board organized under the provisions of 50 ILCS 750/1, *et seq.*; the **Village of Round Lake Beach**, an Illinois home rule municipal corporation; the **Village of Round Lake**, an Illinois municipal corporation, **CenCom**, an Emergency Telephone System Board organized under the provisions of 50 ILCS 750/1, *et seq.*; the **Greater Round Lake Fire Protection District**, a Fire Protection District organized under the Illinois Fire Protection District Act, 70 ILCS 705/1, *et seq.*; the **Wauconda Fire Protection District**, a Fire Protection District organized under the Illinois Fire Protection District Act, 70 ILCS 705/1, *et seq.*; the **Village of Fox Lake**, an Illinois municipal corporation; the **Village of Barrington**, an Illinois municipal corporation, the **Grayslake Fire Protection District**, a Fire Protection District organized under the Illinois Fire Protection District Act, 70 ILCS 705/1, *et seq.*; and the **Countryside Fire Protection District**, a Fire Protection District organized under the Illinois Fire Protection District Act, 70 ILCS 705/1, *et seq.*, referred to individually as the “Party” or collectively, as the “Parties”.

**Recitals**

- a. The Parties have authority to enter into this intergovernmental agreement under the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and other applicable law.
- b. In the previous five years, the County through its ETSB and the governmental entities that are part of that ETSB have studied whether consolidating more than a dozen independent primary and secondary Public Safety Answering Points (PSAP) in Lake County could enhance the service these PSAPs provide while also more efficiently providing 911 service.
- c. In April 2017, the County and its ETSB received a report it had commissioned (the “911 Consolidation Report”), which included an assessment of the PSAPs in Lake County and the communities they serve.
- d. The 911 Consolidation Report concluded that dispatch consolidation is a mutually beneficial path for public safety entities in Lake County.

- e. The potential benefits of dispatch consolidation include the following: reduced call transferring; staffing improvements to provide enhanced coverage for 24/7 operations; more consistent and effective service delivery; greater opportunities for inter-agency response and backup; better data sharing between agencies and responders in the field, along with expanded oversight; enhanced interoperability and the ability to share information across jurisdictions; operational savings; reductions in future capital investment; and the elimination of duplicative technology maintenance agreements.
- f. The recommendations from the 911 Consolidation Report have been shared in numerous meetings with community and public safety representatives, including the Parties to this Agreement, who believe that a more detailed examination is needed to determine what service enhancements, operational efficiencies, and financial savings can be achieved through the regional consolidation of PSAP centers.
- g. The Parties are committed to the next phase of 911 Consolidation efforts in Lake County, Illinois, and for the reasons stated above, find it to be in the best interests of the health, safety, and general welfare of not only the residents of the population served by each Party, but all the residents of Lake County.
- h. As the Consolidation efforts in Lake County, Illinois continue, the Parties envision additional municipal corporations and other units of local government will join in this process. Procedures for participation of additional entities are outlined below.

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

**Article 1. Financial Contribution; 911 Consolidation Fund.**

Prior to signing this Agreement, the Parties to it have made financial contributions held by the County in a segregated fund, which they intend to be used for the purposes set forth below. If additional municipalities, districts, or ET SBs wish to participate in this Agreement, then those entities must first make a contribution substantially similar to the one made by the initial entities to this Agreement. The inclusion of additional Parties, and their required contributions, shall be allowed at the discretion of the Policy Committee. The Parties signing below agree that any entity approved for participation in this Agreement shall be entitled to participate in this Agreement under the terms set forth below.

- 1.1 **911 Consolidation Fund.** The Parties' financial contributions shall be held by the County in a segregated fund (the "Regional 911 Consolidation Fund"). Payments from the Regional 911 Consolidation Fund shall be used for the development of detailed implementation and migration plans. Expected primary expenses are: (a) hiring and paying a Project Manager, who shall be retained by the County as described further below; (b) retaining a Project Consultant (either an individual or a firm) to conduct a detailed consolidation analysis.

The County may administer the Regional 911 Consolidation Fund for paying the Project Manager and Project Consultant according to the contracts that secure their participation. For other expenses directly connected with the Regional 911 Consolidation project, the County may make disbursements from the Fund if the 911 Consolidation Governance Policy Committee (described in Article 2.1.1 below) authorizes the expenditure.

- 1.2 **Financial Oversight.** The County shall administer the Regional 911 Consolidation Fund by applying the financial controls it otherwise uses for other County funds. Additionally, the County will provide the Parties a quarterly report of the balance of the Regional 911 Consolidation Fund and its account activity.
- 1.3 **Reimbursement.** On completion of the work described below, if the Regional 911 Consolidation Fund contains excess money, then the County shall refund to each Party a share of the remaining balance that is proportionate to its original contribution.

**Article 2. Governance Structure.**

The Parties to this Agreement envision a collaborative effort that can be described in two phases: “**Phase I**” will consist of creating a detailed analysis of the costs and benefits of 911 consolidation, and will endeavor to create an implementation plan for consolidated 911 communication services (the “Implementation and Migration Plan”); “**Phase II**” will consist of executing the Implementation Plan. This Agreement outlines the governance structure for Phase I of this two-phase process.

- 2.1 **911 Consolidation Governance Committees.** The Parties will create a 911 Consolidation Governance structure comprised of the following committees:
  - 2.1.1 **Policy Committee:** The Policy Committee shall be comprised of one representative from each Party to this Agreement, as well as an alternate who may serve in the absence of the primary representative. The role of the Policy Committee shall be advisory only, except that the Committee shall have the authority to: (a) approve who the Project Manager and any Project Consultants will be; (b) authorize additional expenses from the Regional 911 Consolidation Fund that are directly connected with the Regional 911 Consolidation project; (c) approve any termination or replacement of the Project Manager or Project Consultant; and (d) approve additional parties who seek to participate.
  - 2.1.2 **Operations Committee:** The Operations Committee shall be comprised of one representative from each Party to this Agreement, as well as an alternate who may serve in the absence of the primary representative. The representative should have significant experience in 911 operations. The Operations Committee will be primarily responsible for providing input to the Project Manager and Project Consultant, and for assisting those individuals with gathering the information they require to complete Phase I

of the 911 consolidation effort. The Operations Committee is authorized to create subcommittees as needed.

- 2.2 **Meetings.** The Governance Committees shall meet periodically to formulate questions and recommendations about consolidating 911 communication services within Lake County into fewer 911 communications centers. The Governance Committees have targeted completing an Implementation Plan in 2019.

The Governance Committees are charged with identifying all major implementation challenges and opportunities associated with 911 consolidation and developing options and solutions for each.

- 2.3 **Open Meetings Act.** The Policy and Operations Committees intend to conduct their meetings in accordance with the procedures set forth in the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* For administrative convenience, the Governance Committee will use Lake County's meeting notice and agenda system, which is currently found at <https://lakecounty.legistar.com>.

2.3.1 Due to the envisioned expansion of participating communities to the 911 Regional Consolidation project and the realities of assembling a quorum of such a large number of members, the quorum for all Policy and Operations Committee meetings shall be set at 11 members, regardless of the size of the Committees.

2.3.2 Assuming a quorum exists, actions by either committee shall be made by a majority of the members present at a properly constituted meeting.

### **Article 3. Project Manager and Project Consultant.**

Using the money held in the Regional 911 Consolidation Fund, the Parties intend to have the County retain a Project Manager and, separately, one or more Project Consultants. The Parties delegate to the County the authority for conducting the hiring process with support of and representation of at least three members of the Policy Committee, using the established procedures that the County otherwise uses for hiring similar professionals.

Similarly, the Parties delegate to the County the authority to conduct a procurement process for retaining a Project Consultant, using the established purchasing procedures that the County otherwise uses for procuring similar consultants.

- 3.1 **Advice and Consent.** At the conclusion of the process for retaining a Project Manager and, separately, a Project Consultant, the Policy Committee shall be given the opportunity to approve their retention for the purposes set forth in this Agreement. Approval shall be by simple majority vote of the Policy Committee. No money from the Regional 911 Consolidation Fund may be spent on either the Project Manager or the Project Consultants unless the Policy Committee approves

of their participation in Phase I. Each approval shall be voted on separately and not dependent on the other.

3.1.1 If the County conducts a Request for Proposal (RFP) to choose a Project Consultant, then the Policy Committee can recommend members to participate on the RFP evaluation committee for selecting the Project Consultants.

3.1.2 Once approved, the County shall bear the primary role in managing the Project Manager and the Project Consultants, with consultation and direction from the Governance Committees.

3.2 **Project Manager.** The Project Manager job description is attached to this Agreement as Exhibit 1.

3.3 **Project Consultant.** The Project Consultant Request for Proposal is attached to this Agreement as Exhibit 2.

**Article 4. Miscellaneous Provisions.**

4.1 **Enforcement.** Each of the Parties represents that the signatory executing this Agreement on the Party's behalf is duly authorized to do so. The Parties stipulate that venue for any disputes under this Agreement shall be exclusively in the Nineteenth Judicial Circuit of Lake County, Illinois.

4.2 **Entire Understanding; Amendment.** This Agreement contains the entire understanding of the Parties regarding cost-sharing obligations with respect to Phase I, and all other agreements, understandings, representations, and statements, if any, whether oral or written, are merged herein. This Agreement may be amended only by written instrument executed by the Parties.

4.3 **Term; Execution.** The term of this Agreement shall be two years, with an effective date of September 6, 2018. If a Party signs but fails to date a signature, the date that the County receives the signing Party's signature will be deemed to be the date that the signing party signed this agreement, and the County may inscribe that date as the date associated with the signing Party's signature.

4.4 **Counterparts.** The Parties may sign this agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

**Signed:**

<b>COUNTY OF LAKE</b> By: _____ Its: _____ Date: _____	<b>LAKE COUNTY ETSB</b> By: _____ Its: _____ Date: _____
<b>LAKE COUNTY SHERIFF'S OFFICE</b> By: _____ Its: _____ Date: _____	<b>CITY OF WAUKEGAN</b> By: _____ Its: _____ Date: _____
<b>CITY OF NORTH CHICAGO</b> By: _____ Its: _____ Date: _____	<b>NORTHEAST LAKE COUNTY CONSOLIDATED JETSB</b> By: _____ Its: _____ Date: _____
<b>VILLAGE OF GURNEE</b> By: _____ Its: _____ Date: _____	<b>VILLAGE OF MUNDELEIN</b> By: _____ Its: _____ Date: _____
<b>VILLAGE OF LIBERTYVILLE</b> By: _____ Its: _____ Date: _____	<b>VILLAGE OF LINCOLNSHIRE</b> By: _____ Its: _____ Date: _____
<b>VILLAGE OF VERNON HILLS</b> By: _____ Its: _____ Date: _____	<b>VERNON HILLS/LIBERTYVILLE/LINCOLNSHIRE JETSB</b> By: _____ Its: _____ Date: _____

<b>VILLAGE OF ROUND LAKE BEACH</b> By: _____ Its: _____ Date: _____	<b>VILLAGE OF ROUND LAKE</b> By: _____ Its: _____ Date: _____
<b>CENCOM</b> By: _____ Its: _____ Date: _____	<b>GREATER ROUND LAKE FIRE PROTECTION DISTRICT</b> By: _____ Its: _____ Date: _____
<b>WAUCONDA FIRE PROTECTION DISTRICT</b> By: _____ Its: _____ Date: _____	<b>VILLAGE OF FOX LAKE</b> By: _____ Its: _____ Date: _____
<b>VILLAGE OF BARRINGTON</b> By: _____ Its: _____ Date: _____	<b>GRAYSLAKE FIRE PROTECTION DISTRICT</b> By: _____ Its: _____ Date: _____
<b>COUNTRYSIDE FIRE PROTECTION DISTRICT</b> By: _____ Its: _____ Date: _____	

**REQUEST FOR BOARD ACTION**  
**Committee of the Whole Meeting**  
**October 22, 2018**

**Subject:** Northern Illinois Police Alarm System (NIPAS) Amended Member Agreement

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**Action Requested:** Consideration of NIPAS Amended Member Agreement

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**Originated By/Contact:** Joseph Leonas, Chief of Police

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**Referred To:** Village Board

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**Summary / Background:**

The Village of Lincolnshire has been a member of the Northern Illinois Police Alarm System (NIPAS) since October 11, 1983. Our participation in NIPAS provides essential mutual aid support to the Village during times when a police emergency exceeds our capability. NIPAS has grown in size since its inception to over one hundred participating agencies, and has proven to be a vital asset to the region.

During the NIPAS annual membership meeting on May 10, 2018, the NIPAS Board of Officers provided a report recommending NIPAS Agreement be updated. The NIPAS Agreement is the foundation document adopted by action of the corporate authorities of each member agency.

The following are changes proposed by the NIPAS Board to be included in the amended NIPAS agreement:

1. General updates to a document that has not been modified since 1983.
2. Allow for the expansion of NIPAS membership to include non-municipal law enforcement agencies within the NIPAS service area. Such agencies are certified by the State of Illinois and often serve Colleges, Universities and other entities.
3. Simplifies and clarifies procedures for entities wishing to terminate participation in NIPAS.
4. Reduces NIPAS's risk of liability by incorporating "best practice" language designed to aid in defending in case of legal challenges.

The NIPAS Board has asked each participating member to seek approval from its corporate authorities to update the NIPAS Agreement. The approval would take the form of adopting a resolution approving continued participation in NIPAS under the Amended Agreement. Once three-fourths of the NIPAS members have adopted the Amended Agreement, the NIPAS Board will call a special meeting of all participating members. Adequate notice will be provided to any participating member not yet taking action on adopting the Amended Agreement.

It is anticipated NIPAS will adopt the new Amended Agreement at the special meeting to be held November 16, 2018. Any participating agency that has not adopted the Amended Agreement by the time of the special meeting will cease to be a member of NIPAS.

**Budget Impact:**

None

**Recommendation:**

Staff recommends approval of the resolution, as presented.

**Reports and Documents Attached:**

- Amended NIPAS Mutual Aid Agreement and Plan
- Amended NIPAS Mutual Aid Agreement and Plan (with tracked changes)
- NIPAS Letter to Participating Agencies
- Ordinance #83-781-35 Adoption of Original NIPAS Agreement

<b>Meeting History</b>	
<b>Committee of the Whole Meeting:</b>	<b>October 22, 2018</b>
<b>Regular Village Board Meeting:</b>	



# Northern Illinois Police Alarm System

## Amended Mutual Aid Agreement and Plan

The undersigned Participating Law Enforcement Agencies agree pursuant to the Constitution of the State of Illinois, 1970, Article VII, Section 10, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), 65 ILCS 5/1-4-6, 65 ILCS 5/11-1-2.1, and 745 ILCS 10/7-101 et seq., as follows:

### **Section 1 Purpose of Amended Mutual Aid Agreement and Plan**

This Amended Mutual Aid Agreement and Plan is made in recognition of the fact that natural occurrences, or man-made occurrences, may result in situations which are beyond the ability of individual law enforcement agencies to manage and respond to effectively in terms of manpower and equipment resources on hand at a given time. Each Participating Agency has and does express its intent to assist other Participating Agencies by assigning some of its manpower and equipment resources to a Stricken Agency as resources and situations allow. The specific intent of this Amended Mutual Aid Agreement and Plan is to permit each Participating Agency to more fully safeguard the lives, persons, and property of all citizens within its respective Primary Law Enforcement Jurisdiction.

### **Section 2 Definitions**

For the purpose of this Amended Mutual Aid Agreement and Plan, the following terms are defined as follows:

*Aiding Agency:* A Participating Agency furnishing police equipment and manpower to a Stricken Agency.

*Amended Mutual Aid Agreement and Plan:* An amended Mutual Aid Agreement Plan which shall go into effect and supersede the Original Mutual Aid Agreement and Plan pursuant to the procedures set forth in Section 5 of this Amended Mutual Aid Agreement and Plan.

*Amended NIPAS Bylaws:* Amended NIPAS Bylaws, which shall go into effect and supersede the NIPAS Bylaws upon their adoption, pursuant to Article XV,

Section 1 of the NIPAS Bylaws, by a majority of the Original Participating Agencies present at the special meeting of Original Participating Agencies called, pursuant to Article XI, Section 4 of the NIPAS Bylaws, at least 60 days after the last of the following two events to occur: (i) the passage and approval of an ordinance or resolution approving participation in NIPAS and the Amended Mutual Aid Agreement and Plan, in the manner provided by law, by the corporate authorities of at least three-fourths of the Participating Agencies; and (ii) the execution of this Amended Mutual Aid Agreement and Plan by the heads of the corporate authorities and the commanding officers of at least three-fourths of the Original Participating Agencies.

*Emergency Situation:* A situation occurring within a Stricken Jurisdiction that requires the Stricken Agency to perform Law Enforcement Services that would exceed the stand-alone physical and organizational capabilities of the Stricken Agency.

*Law Enforcement Services:* The serving and protecting of the lives, persons, and property of all citizens within a Primary Law Enforcement Jurisdiction, including, without limitation, the investigation of all crimes occurring or alleged or suspected to have occurred within its Primary Law Enforcement Jurisdiction.

*Mutual Aid:* Response and assistance by the Aiding Agencies in the event of an Emergency Situation.

*Mutual Aid Agreement and Plan:* A definite and pre-arranged written agreement and plan whereby the provision of Mutual Aid is agreed upon in accordance with the Police Alarm Assignments as developed by the commanding officers of the Participating Agencies.

*NIPAS Bylaws:* Those bylaws establishing the NIPAS Board, as required pursuant to Section 3.G of the Original Mutual Aid Agreement and Plan, and the rules by which the NIPAS Board shall operate adopted by the Participating Agencies on March 23, 1988, and subsequently amended by the Participating Agencies on March 21, 1991, April 17, 1992, May 11, 1994, May 20, 1998, and May 20, 2009.

*NIPAS Board:* The Board of Officers of NIPAS, the governing board of NIPAS, established pursuant to Section 3.G of the Original Mutual Aid Agreement and Plan.

*Northern Illinois Police Alarm System (NIPAS):* An organization of Northern Illinois law enforcement agencies participating in the Original Mutual Aid Agreement and Plan and this Amended Mutual Aid Agreement and Plan.

*Original Mutual Aid Agreement and Plan:* That Mutual Aid Agreement and Plan pursuant to which NIPAS and the Participating Agencies operate and are governed, which shall be in effect until the Amended Mutual Aid Agreement and Plan goes into effect and supersedes the Original Mutual Aid Agreement and Plan pursuant to the procedures set forth in Section 5 of this Amended Mutual Aid Agreement and Plan.

*Original Participating Agencies:* Those Participating Agencies whose corporate authorities had approved participation in NIPAS and whose head of corporate authorities and commanding officers had executed the Original Mutual Aid Agreement and Plan prior to May 1, 2018.

*Participating Agency:* A law enforcement agency dedicated to performing Law Enforcement Services for its Primary Law Enforcement Jurisdiction that commits itself to participate in NIPAS pursuant to the terms of this Amended Mutual Aid Agreement and Plan.

*Police Alarm Assignments:* A pre-determined listing of manpower and equipment that will respond to aid a Stricken Agency.

*Primary Law Enforcement Jurisdiction:* A geographically, politically, or contractually defined area for which a Participating Agency is primarily responsible for performing Law Enforcement Services.

*Specialized Teams:* A subsidiary team of NIPAS established by the NIPAS Board, consisting of Participating Agencies electing to participate pursuant to a separate agreement, and dedicated to performing a specialized set of Law Enforcement Services for the sole benefit of the Participating Agencies electing to participate in the Specialized Team and not for the benefit of all of NIPAS or all of the Participating Agencies.

*Stricken Agency:* The Participating Agency that is primarily responsible for performing Law Enforcement Services for a Stricken Jurisdiction.

*Stricken Jurisdiction:* The Primary Law Enforcement Jurisdiction in which an Emergency Situation occurs that is of such magnitude that it cannot be adequately managed or responded to by the Participating Agency primarily responsible for performing the Law Enforcement Services for that Primary Law Enforcement Jurisdiction.

### **Section 3**

#### **Amended Mutual Aid Agreement and Plan**

The corporate authorities of each Participating Agency are authorized on behalf of that Participating Agency

to enter into and subsequently alter and amend, on the advice of the commanding officer of the Participating Agency, this Amended Mutual Aid Agreement and Plan as follows:

- A. Whenever an Emergency Situation is of such magnitude and consequence that it is deemed advisable by the senior officer present of the Stricken Agency, or his or her designee, to request Mutual Aid from the Aiding Agencies, the senior officer present of the Stricken Agency, or his or her designee, may do so in accordance with the following:
  1. Immediately determine what resources are required according to the Police Alarm Assignments.
  2. Immediately determine if the required equipment and personnel can be committed in response to the request from the Stricken Agency.
  3. Dispatch immediately the personnel and equipment required to the Stricken Agency in accordance with the Police Alarm Assignments.
- B. The rendering of Mutual Aid under the terms of this Amended Mutual Aid Agreement and Plan shall not be mandatory in accordance with the Police Alarm Assignments if local conditions prohibit response. In that event it is the responsibility of the Aiding Agency to immediately notify the Stricken Agency of the circumstances that prevent the provision of Mutual Aid in response to the Emergency Situation.
- C. The senior officer present of the Stricken Agency, or his or her designee, shall assume full responsibility and command for operations at the scene. The senior officer present of the Stricken Agency, or his or her designee, will assign personnel and equipment, of the Aiding Agencies, to positions when and where he or she deems necessary.
- D. Requests for Mutual Aid under this Amended Mutual Aid Agreement and Plan will be initiated only in the event of an Emergency Situation in which the demands for Law Enforcement Services on the Stricken Agency exceed the stand-alone physical and organizational capabilities of the Stricken Agency. Aiding Agencies will be released and returned to duty in their own Primary Law Enforcement Jurisdiction as soon as the Emergency Situation is resolved to the point which permits the Stricken Agency to satisfactorily handle it with its own resources or, as pursuant to subsection B above, when an Aiding Agency so decides.
- E. All Law Enforcement Services performed under this Amended Mutual Aid Agreement and Plan

shall be rendered without reimbursement of any party from the other(s). Requests for indemnification for unusual or burdensome costs incurred in the performance of Mutual Aid may be submitted by the Aiding Agency to the Stricken Agency. Indemnification of such costs shall be at the discretion of the corporate authorities of the Stricken Agency.

F. Each Participating Agency assumes the responsibility for members of its police force acting pursuant to this Amended Mutual Aid Agreement and Plan, both as to indemnification of said members of the Participating Agency's police force as provided for by 65 ILCS 5/1-4-6 in the case of municipal Participating Agencies or 55 ILCS 5/5-1002 in the case of county Participating Agencies, or any other Statute of the State of Illinois or law or bylaw of the Participating Agencies, as the case may be, and as to personal benefits to said members of the Participating Agency's police force, all to the same extent as they are protected, insured, indemnified and otherwise provided for by the Statutes of the State of Illinois or the laws or bylaws of the Participating Agencies when those members of the Primary Agency's police force are acting solely within the Participating Agency's Primary Law Enforcement Jurisdiction.

G. Defense and Indemnification of NIPAS.

1. Defense. In the event that NIPAS is named as a party to a lawsuit, claim or action as a separate party, either individually or in addition to other Participating Agencies, the Stricken Agency shall be responsible, at its sole cost, for the defense of NIPAS in such lawsuit, claim or action.
2. Indemnification. To the extent permitted by law, the indemnification of NIPAS from and against any liability, damage, cost, including plaintiff's attorney's fees, or expense assessed against NIPAS shall be shared equally between each Participating Agency named as a party to the lawsuit, claim or action.

H. Insurance Requirements. Each Participating Agency under the terms of this Amended Mutual Aid Agreement and Plan shall procure and maintain, at its sole and exclusive expense, insurance coverage which covers itself, its personnel and equipment and liability for its participation in providing Mutual Aid pursuant to this Amended Mutual Aid Agreement and Plan as follows:

1. Commercial General Liability (Including contractual liability coverage): \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate

shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
4. Each Agency shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent or exhausted coverage.

I. The commanding officers of the Participating Agencies shall maintain a governing board, the NIPAS Board, and establish an operational plan for giving and receiving Mutual Aid under this Amended Mutual Aid Agreement and Plan. Said plan shall be reviewed, updated and tested at regular intervals.

J. Each Participating Agency agrees to pay dues or fees, as determined by the NIPAS Board in its sole and absolute discretion, in exchange for the Participating Agency's participation in NIPAS. Payments of such dues or fees, if any, are due at the commencement of participation in NIPAS and thereafter upon request from the NIPAS Board.

K. The NIPAS Board, from time to time as it sees fit, may establish Specialized Teams within NIPAS dedicated to performing specialized sets of Law Enforcement Services for the sole benefit of those Participating Agencies who elect to participate in each Specialized Team and may set forth the scope of services or mission, participation criteria, rules and regulations, and additional fees or dues for each Specialized Team at its discretion (collectively, "**Additional Requirements**"). Participating Agencies may elect to participate in these Specialized Teams in accordance with the Additional Requirements for each Specialized Team, as set forth by the NIPAS Board. The specialized benefits and additional Mutual Aid offered by each Specialized Team shall be available only to those Participating Agencies which have elected to: (i) participate in that particular Specialized Team; and (ii) comply with the Additional Requirements of that particular Specialized Team, as set forth by the NIPAS Board. Approval and Execution of this Amended Mutual Aid Agreement and Plan by the undersigned law enforcement agency only grant the undersigned law enforcement agency participation in NIPAS as a whole and access to the Mutual Aid from other Participating Agencies in the event of an Emergency Situation, as those terms are defined in Section 2 and pursuant to the terms set forth in this Amended Mutual Aid Agreement and Plan, and do not grant or guarantee to the undersigned law enforcement agency

participation in a Specialized Team or access to the specialized benefits and additional Mutual Aid offered by each Specialized Team.

#### **Section 4 Termination**

- A. Any Participating Agency may withdraw from participation in NIPAS and this Amended Mutual Aid Agreement and Plan by notifying the NIPAS Board in writing ("**Termination Notice**"), on or before December 31 of any calendar year, whereupon the participation of the withdrawing Participating Agency will terminate effective as of May 1 of the calendar year following the calendar year in which the Termination Notice is received by the NIPAS Board.
  - B. Any participating agency that fails to meet its obligations in accordance with this Amended Mutual Aid Agreement and Plan or with the NIPAS Bylaws may have its participation in NIPAS terminated by a two-thirds vote of the NIPAS Board pursuant to Article III, Section 8 of the Amended NIPAS Bylaws.
  - C. Any Participating Agency found responsible for any behavior detrimental to law enforcement or whose continued participation would be detrimental to NIPAS, may have its participation in NIPAS suspended or terminated by a two-thirds vote of the NIPAS Board pursuant to Article III, Section 9 of the Amended NIPAS Bylaws. Before any Participating Agency may be suspended or terminated from participation in NIPAS, the Participating Agency will be notified and shall have an opportunity to appear before the NIPAS Board.
3. The Approval of participation in NIPAS and this Amended Mutual Aid Agreement and Plan, in accordance with the procedures set forth in Section 5.A.1 of this Amended Mutual Aid Agreement, by the corporate authorities of at least three-fourths of the Original Participating Agencies;
  4. The Execution of this Amended Mutual Aid Agreement and Plan, in accordance with the procedures set forth in Section 5.A.2 of this Amended Mutual Aid Agreement, by the heads of the corporate authorities and the commanding officers of at least three-fourths of the Original Participating Agencies; and
  5. The adoption of the Amended NIPAS Bylaws, pursuant to Article XV, Section 1 of the NIPAS Bylaws, by a majority of the Original Participating Agencies present at the special meeting of the Original Participating Agencies called, pursuant to Article XI, Section 4 of the NIPAS Bylaws, at least 60 days after the last to occur of the two events listed in Section 5.A.3 and Section 5.A.4 of this Amended Mutual Aid Agreement and Plan.

If this Amended Mutual Aid Agreement and Plan is brought into full force and effect pursuant to this Section 5.A of this Amended Mutual Aid Agreement and Plan, then, as of the Original Participating Agency Effective Date: (i) the undersigned Original Participating Agency shall remain a Participating Agency in NIPAS and, if the undersigned Original Participating Agency has elected to participate in a Specialized Team or Specialized Teams, the participation of the undersigned Original Participating Agency in its respective Specialized Team or Specialized Teams shall continue; (ii) the Original Mutual Aid Agreement and Plan shall be terminated; (iii) this Amended Mutual Aid Agreement and Plan and the provisions contained herein shall supersede and control over the Original Mutual Aid Agreement and Plan and any provision contained therein; (iv) the NIPAS Bylaws shall no longer govern NIPAS; and (v) the Amended NIPAS Bylaws and the provisions contained therein shall govern NIPAS and supersede and control over the NIPAS Bylaws and any provision contained therein.

The participation in NIPAS, and in any Specialized Team, of any Original Participating Agency that fails to complete the Approval and Execution of this Amended Mutual Aid Agreement and Plan in accordance with this Section 5.A on or before the day before the Original Participating Agency Effective Date will be terminated as of the day after the Original Participating Agency Effective Date. Any Original Participating Agency who has its participation in NIPAS terminated may seek participation in NIPAS again at any time in accordance with the procedures set forth in Section 5.B of this Amended Mutual Aid Agreement and Plan.

#### **Section 5 Adoption and Effect of Adoption**

- A. If the undersigned law enforcement agency is an Original Participating Agency, this Amended Mutual Aid Agreement and Plan shall be in full force and in effect only upon the date of the last of the following events to occur ("**Original Participating Agency Effective Date**"):
  1. The passage and approval of an ordinance or resolution approving participation in NIPAS and this Amended Mutual Aid Agreement and Plan, in the manner provided by law, by the corporate authorities of the undersigned Original Participating Agency ("**Approval**");
  2. The execution of this Amended Mutual Aid Agreement and Plan by the head of the corporate authorities and the commanding officer of the undersigned Original Participating Agency ("**Execution**");

B. If the undersigned law enforcement agency is not an Original Participating Agency, this Amended Mutual Aid Agreement and Plan shall be in full force and in effect with respect to the undersigned law enforcement agency upon the date of the last of the following events to occur ("**New Participating Agency Effective Date**"):

1. The Approval of participation in NIPAS and this Amended Mutual Aid Agreement and Plan, in accordance with the procedures set forth in Section 5.A.1 of this Amended Mutual Aid Agreement, by the corporate authorities of the undersigned law enforcement agency;
2. The Execution of this Amended Mutual Aid Agreement and Plan, in accordance with the procedures set forth in Section 5.A.2 of this Amended Mutual Aid Agreement, by the head of the corporate authorities and the commanding officer of the undersigned law enforcement agency; and
3. The approval by the NIPAS Board of the undersigned law enforcement agency as a Participating Agency in NIPAS pursuant to Article III of the Amended NIPAS Bylaws.

If this Amended Mutual Aid Agreement and Plan is brought into full force and effect pursuant to this Section 5.B of this Amended Mutual Aid Agreement and Plan, then, as of the New Participating Agency Effective Date: (i) this Amended Mutual Aid Agreement and Plan and provisions contained herein and the Amended NIPAS Bylaws and provisions contained therein shall control the undersigned law enforcement agency's participation in NIPAS; and (ii) any previous agreement or bylaws related to NIPAS to which the

undersigned law enforcement agency is a party shall be superseded by this Amended Mutual Aid Agreement and Plan and provisions contained herein and the Amended NIPAS Bylaws and provisions contained therein.

### **Section 6 General Provisions**

- A. Non-Waiver of Immunities. No Participating Agency to this Amended Mutual Aid Agreement and Plan while performing under the terms of this Amended Mutual Aid Agreement and Plan shall be deemed to waive any governmental immunity or defense to which the Participating Agency would otherwise be entitled under statute or common law.
- B. Contractual Obligation. The obligations and responsibilities incurred by a Participating Agency under this Amended Mutual Aid Agreement and Plan shall remain continuing obligations and responsibilities of such party. Nothing contained herein shall be deemed to affect other Mutual Aid agreements that a party may have executed.
- C. Application of Law and Venue. This Amended Mutual Aid Agreement and Plan shall be governed by and construed under the laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this Amended Mutual Aid Agreement and Plan or the construction or interpretation of this Amended Mutual Aid Agreement and Plan shall be in a state court in the County of Cook, Illinois.

IN WITNESS WHEREOF, this Amended Mutual Aid Agreement has been duly executed by the following parties:

\_\_\_\_\_  
Name of Law Enforcement Agency

(seal)

\_\_\_\_\_  
Head of Corporate Authorities

\_\_\_\_\_  
Commanding Officer of Law Enforcement Agency

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

# ~~Northern Illinois Police Alarm System~~ NORTHERN ILLINOIS POLICE ALARM SYSTEM

# ~~Agreement~~

## AMENDED MUTUAL AID AGREEMENT AND PLAN

The undersigned ~~municipalities~~ Participating Law Enforcement Agencies agree pursuant to ~~Article VII, Section 10 of the Constitution of the State of Illinois and Chapter 5 Act 220; Chapter 65 Act 5, Article 1, Division 4, Section 5/1-4-6; and Chapter 65 Act 5, Article 11, Division 1, Section, 1970, Article VII, Section 10, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), 65 ILCS 5/1-4-6, 65 ILCS 5/11-1-2.1; 2.1, and Chapter 745 Act 10, Article VII, Illinois Compiled Statutes 745 ILCS 10/7-101 et seq.~~ as follows:

### **Section 1 Purpose of Amended Mutual Aid Agreement and Plan**

This ~~agreement~~ Amended Mutual Aid Agreement and Plan is made in recognition of the fact that natural occurrences, or man-made occurrences, may result in situations which are beyond the ability of ~~the individual community to deal with~~ law enforcement agencies to manage and respond to effectively in terms of manpower and equipment resources on hand at a given time. Each ~~community named (Appendix 1) Participating Agency~~ has and does express its intent to assist ~~its neighbor communities~~ other Participating Agencies by assigning some of its manpower and equipment resources to ~~an affected community~~ a Stricken Agency as resources and situations allow. The specific intent of this ~~agreement~~ Amended Mutual Aid Agreement and Plan is to permit ~~the Police Departments of each community~~ each Participating Agency to more fully safeguard the lives, persons, and property of all citizens within its respective Primary Law Enforcement Jurisdiction.

### **Section 2 Definitions**

For the purpose of this ~~agreement~~ Amended Mutual Aid Agreement and Plan, the following terms are defined as follows:

~~Northern Illinois Police Alarm System (NIPAS): An organization of Northern Illinois Police Departments participating in this mutual aid agreement.~~

~~Disaster: An emergency situation that threatens or causes loss of life and property and exceeds the~~

Aiding Agency: A Participating Agency furnishing police equipment and manpower to a Stricken Agency.

Amended Mutual Aid Agreement and Plan: An amended Mutual Aid Agreement Plan which shall go into effect and supersede the Original Mutual Aid Agreement and Plan pursuant the procedures set forth in Section 5 of this Amended Mutual Aid Agreement and Plan.

Amended NIPAS Bylaws: Amended NIPAS Bylaws, which shall go into effect and supersede the NIPAS Bylaws upon their adoption, pursuant to Article XV, Section 1 of the NIPAS Bylaws, by a majority of the Original Participating Agencies present at the special meeting of Original Participating Agencies called, pursuant to Article XI, Section 4 of the NIPAS Bylaws, at least 60 days after the last of the following two events to occur: (i) the passage and approval of an ordinance or resolution approving participation in NIPAS and the Amended Mutual Aid Agreement and Plan, in the manner provided by law, by the corporate authorities of at least three-fourths of the Participating Agencies; and (ii) the execution of this Amended Mutual Aid Agreement and Plan by the heads of the corporate authorities and the commanding officers of at least three-fourths of the Original Participating Agencies.

Emergency Situation: A situation occurring within a Stricken Jurisdiction that requires the Stricken Agency to perform Law Enforcement Services that would exceed the stand-alone physical and organizational capabilities of a unit of local government.

~~Municipality: A city, village, or town having a recognized Police Department.~~the Stricken Agency.

Law Enforcement Services: The serving and protecting of the lives, persons, and property of all citizens within a Primary Law Enforcement Jurisdiction, including, without limitation, the investigation of all crimes occurring or alleged or suspected to have occurred within its Primary Law Enforcement Jurisdiction.

~~Mutual aid: A definite and prearranged written agreement and plan whereby regular response and assistance is provided in the event of alarms from locations in a stricken municipality by the aiding municipalities in accordance with the police alarm assignments as developed by the Police Chiefs of the participating municipalities.~~Aid: Response and assistance by the Aiding Agencies in the event of an Emergency Situation.

~~Participating municipalities: A municipality that commits itself to this mutual aid agreement by adopting an ordinance authorizing participation in the program with other participating municipalities for rendering and receiving mutual aid in the event of disaster in accordance with the police alarm assignments.~~

~~Stricken municipality: The municipality in which a disaster occurs that is of such magnitude that it cannot be adequately handled by the local Police Department.~~

~~Aiding municipality: A municipality furnishing police equipment and manpower to a stricken municipality.~~

Mutual Aid Agreement and Plan: A definite and prearranged written agreement and plan whereby the provision of Mutual Aid is agreed upon in accordance with the Police Alarm Assignments as developed by the commanding officers of the Participating Agencies.

NIPAS Bylaws: Those bylaws establishing the NIPAS Board, as required pursuant to Section 3.I of the Original Mutual Aid Agreement and Plan, and the rules by which the NIPAS Board shall operate adopted by the Participating Agencies on March 23, 1988, and subsequently amended by the Participating Agencies on March 21, 1991, April 17, 1992, May 11, 1994, May 20, 1998, and May 20, 2009.

NIPAS Board: The Board of Officers of NIPAS, the governing board of NIPAS, established pursuant to

Section 3.I of the Original Mutual Aid Agreement and Plan.

Northern Illinois Police Alarm System (NIPAS): An organization of Northern Illinois law enforcement agencies participating in the Original Mutual Aid Agreement and Plan and this Amended Mutual Aid Agreement and Plan.

Original Mutual Aid Agreement and Plan: That Mutual Aid Agreement and Plan pursuant to which NIPAS and the Participating Agencies operate and are governed, which shall be in effect until the Amended Mutual Aid Agreement and Plan goes into effect and supersedes the Original Mutual Aid Agreement and Plan pursuant the procedures set forth in Section 5 of this Amended Mutual Aid Agreement and Plan.

Original Participating Agencies: Those Participating Agencies whose corporate authorities had approved participation in NIPAS and whose head of corporate authorities and commanding officers had executed the Original Mutual Aid Agreement and Plan prior to May 1, 2018.

Participating Agency: A law enforcement agency dedicated to performing Law Enforcement Services for its Primary Law Enforcement Jurisdiction that commits itself to participate in NIPAS pursuant to the terms of this Amended Mutual Aid Agreement and Plan.

Police ~~alarm assignments~~ Alarm Assignments: A pre-determined listing of manpower and equipment that will respond to aid a ~~stricken municipality~~ Stricken Agency.

Primary Law Enforcement Jurisdiction: A geographically, politically, or contractually defined area for which a Participating Agency is primarily responsible for performing Law Enforcement Services.

Specialized Teams: A subsidiary team of NIPAS established by the NIPAS Board, consisting of Participating Agencies electing to participate pursuant to a separate agreement, and dedicated to performing a specialized set of Law Enforcement Services for the sole benefit of the Participating Agencies electing to participate in the Specialized Team and not for the benefit of all of NIPAS or all of the Participating Agencies.

Stricken Agency: The Participating Agency that is primarily responsible performing Law Enforcement Services for a Stricken Jurisdiction.

Stricken Jurisdiction: The Primary Law Enforcement Jurisdiction in which an Emergency Situation ~~occurs that is of such magnitude that it cannot be adequately~~ managed or responded to by the Participating Agency primarily responsible for performing the Law Enforcement Services for that Primary Law Enforcement Jurisdiction.

### **Section 3 ~~Agreement to Effectuate the~~ Amended Mutual Aid Agreement and Plan**

The ~~Village President, Mayor, or Board of Trustees of each participating municipality is~~ corporate authorities of each Participating Agency are authorized on behalf of that ~~municipality~~ Participating Agency to enter into and ~~from time to time~~ subsequently alter and amend, on the advice of the ~~Police Chief and with the consent of the governing body of that municipality, an agreement with other municipalities for mutual aid according to the following~~ commanding officer of the Participating Agency, this Amended Mutual Aid Agreement and Plan as follows:

A. Whenever ~~a disaster~~ an Emergency Situation is of such magnitude and consequence that it is

deemed advisable by the senior officer present, of the ~~stricken municipality, to request assistance of the aiding municipalities, he is hereby authorized to do so, under the terms of this mutual aid agreement and~~ Stricken Agency, or his or her designee, to request Mutual Aid from the Aiding Agencies, the senior officer present of the ~~aiding municipalities are authorized to and shall forthwith take the following actions~~ Stricken Agency, or his or her designee, may do so in accordance with the following:

1. Immediately determine what resources are required according to the ~~mutual aid police alarm assignment.~~ Police Alarm Assignments.

2. Immediately determine if the required equipment and personnel can be committed in response to the request from the ~~stricken municipality~~ Stricken Agency.

3. Dispatch immediately the personnel and equipment required to the ~~stricken municipality~~ Stricken Agency in accordance with the ~~police alarm assignment.~~ Police Alarm Assignments.

B. The rendering of ~~assistance~~ Mutual Aid under the terms of this ~~mutual aid agreement~~ Amended Mutual Aid Agreement and Plan shall not be mandatory in accordance with the ~~police alarm assignments~~ Police Alarm Assignments if local conditions prohibit response. In that event it is the responsibility of the ~~aiding municipality~~ Aiding Agency to immediately notify the ~~stricken municipality of same.~~ Stricken Agency of the circumstances that prevent the provision of Mutual Aid in response to the Emergency Situation.

C. The senior officer present, of the ~~stricken municipality~~ Stricken Agency, or his or her designee, shall assume full responsibility and command for operations at the scene. ~~He~~ The senior officer present of the Stricken Agency, or his or her designee, will assign personnel and equipment, of the ~~aiding municipalities~~ Aiding Agencies, to positions when and where he or she deems necessary.

D. ~~It is expected that requests~~ Requests for ~~mutual aid~~ Mutual Aid under this ~~agreement will be initiated only when the needs exceed the resources of the stricken municipality~~ Amended Mutual Aid Agreement and Plan will be initiated only in the event of an Emergency Situation in which the demands for Law Enforcement Services on the Stricken Agency exceed the stand-alone physical and organizational capabilities of the Stricken Agency. Aiding ~~municipalities~~ Agencies will be released and returned to duty in their own community Primary Law Enforcement Jurisdiction as soon as the ~~situation is restored~~ Emergency Situation is resolved to the point which permits the ~~stricken municipality~~ Stricken Agency to satisfactorily handle it with its own resources or, as ~~per item~~ pursuant to subsection B above, when an ~~aiding municipality so desires~~ Aiding Agency so decides.

E. All ~~service~~ Law Enforcement Services performed under this ~~agreement~~ Amended Mutual Aid Agreement and Plan shall be rendered without reimbursement of any party from the other(s). Requests for indemnification for unusual or burdensome costs incurred in the performance of ~~mutual aid~~ Mutual Aid may be submitted by the ~~aiding municipality~~ Aiding Agency to the ~~stricken municipality~~ Stricken Agency. Indemnification of such costs shall be at the discretion of the ~~respective elected Board or Councils~~ corporate authorities of the Stricken Agency.

F. Each ~~participating municipality~~ Participating Agency assumes the responsibility for members of its police force acting pursuant to this ~~agreement~~ Amended Mutual Aid Agreement and Plan, both as to

indemnification of said members of the Participating Agency's police officers force as provided for by ~~Chapter 65 ILCS 5/1-4-6,~~ 65 ILCS 5/1-4-6 in the case of municipal Participating Agencies or 55 ILCS 5/5-1002 in the case of county Participating Agencies, or any other Statute of the State of Illinois or law or bylaw of the Participating Agencies, as the case may be, and as to personal benefits to said members of the Participating Agency's police officers force, all to the same extent as they are protected, insured, indemnified and otherwise provided for by the Statutes of the State of Illinois ~~and/or the ordinances of the participating municipalities when~~ laws or bylaws of the Participating Agencies when those members of the Primary Agency's police force are acting solely within ~~their own corporate limits~~ the Participating Agency's Primary Law Enforcement Jurisdiction.

G. ~~The Police Chiefs of the participating municipalities shall maintain a governing board and establish an operational plan for giving and receiving aid under this agreement. Said plan shall be reviewed, updated and tested at regular intervals.~~ Defense and Indemnification of NIPAS.

1. Defense. In the event that NIPAS is named as a party to a lawsuit, claim or action as a separate party, either individually or in addition to other Participating Agencies, the Stricken Agency shall be responsible, at its sole cost, for the defense of NIPAS in such lawsuit, claim or action.

2. Indemnification. To the extent permitted by law, the indemnification of NIPAS from and against any liability, damage, cost, including plaintiff's attorney's fees, or expense assessed against NIPAS shall be shared equally between each Participating Agency named as a party to the lawsuit, claim or action.

H. Insurance Requirements. Each Participating Agency under the terms of this Amended Mutual Aid Agreement and Plan shall procure and maintain, at its sole and exclusive expense, insurance coverage which covers itself, its personnel and equipment and liability for its participation in providing Mutual Aid pursuant to this Amended Mutual Aid Agreement and Plan as follows:

1. Commercial General Liability (Including contractual liability coverage): \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident

4. Each Agency shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent or exhausted coverage.

I. The commanding officers of the Participating Agencies shall maintain a governing board, the NIPAS Board, and establish an operational plan for giving and receiving Mutual Aid under this Amended Mutual Aid Agreement and Plan. Said plan shall be reviewed, updated and tested at regular intervals.

J. Each Participating Agency agrees to pay dues or fees, as determined by the NIPAS Board in its sole and absolute discretion, in exchange for the Participating Agency's participation in NIPAS. Payments of such dues or fees, if any, are due at the commencement of participation in NIPAS and thereafter upon request from the NIPAS Board.

K. The NIPAS Board, from time to time as it sees fit, may establish Specialized Teams within NIPAS dedicated to performing specialized sets of Law Enforcement Services for the sole benefit of those Participating Agencies who elect to participate in each Specialized Team and may set forth the scope of services or mission, participation criteria, rules and regulations, and additional fees or dues for each Specialized Team at its discretion (collectively, “**Additional Requirements**”). Participating Agencies may elect to participate in these Specialized Teams in accordance with the Additional Requirements for each Specialized Team, as set forth by the NIPAS Board. The specialized benefits and additional Mutual Aid offered by each Specialized Team shall be available only to those Participating Agencies which have elected to: (i) participate in that particular Specialized Team; and (ii) comply with the Additional Requirements of that particular Specialized Team, as set forth by the NIPAS Board. Approval and Execution of this Amended Mutual Aid Agreement and Plan by the undersigned law enforcement agency only grant the undersigned law enforcement agency participation in NIPAS as a whole and access to the Mutual Aid from other Participating Agencies in the event of an Emergency Situation, as those terms are defined in Section 2 and pursuant to the terms set forth in this Amended Mutual Aid Agreement and Plan, and do not grant or guarantee to the undersigned law enforcement agency participation in a Specialized Team or access to the specialized benefits and additional Mutual Aid offered by each Specialized Team.

#### **Section 4 Termination**

~~A. Any municipality may withdraw from the Northern Illinois Police Alarm System agreement by notifying the Police Chiefs of the other participating municipalities in writing~~ Participating Agency may withdraw from participation in NIPAS and this Amended Mutual Aid Agreement and Plan by notifying the NIPAS Board in writing (“**Termination Notice**”), on or before December 31 of any calendar year, whereupon the participation of the withdrawing municipality will terminate participation ninety (90) days from the date of written notice. Participating Agency will terminate effective as of May 1 of the calendar year following the calendar year in which the Termination Notice is received by the NIPAS Board.

B. Any participating agency that fails to meet its obligations in accordance with this Amended Mutual Aid Agreement and Plan or with the NIPAS Bylaws may have its participation in NIPAS terminated by a two-thirds vote of the NIPAS Board pursuant to Article III, Section 8 of the Amended NIPAS Bylaws.

C. Any Participating Agency found responsible for any behavior detrimental to law enforcement or whose continued participation would be detrimental to NIPAS, may have its participation in NIPAS suspended or terminated by a two-thirds vote of the NIPAS Board pursuant to Article III, Section 9 of the Amended NIPAS Bylaws. Before any Participating Agency may be suspended or terminated from participation in NIPAS, the Participating Agency will be notified and shall have an opportunity to appear before the NIPAS Board.

#### **Section 5 Adoption and Effect of Adoption**

~~This mutual aid agreement shall be in full force and in effect with the passage and approval of a companion ordinance by all participating municipalities, in the manner provided by law, and in the~~

~~signing of this agreement by the Village President, City Mayor or Trustees of a municipality.~~ A. If the undersigned law enforcement agency is an Original Participating Agency, this Amended Mutual Aid Agreement and Plan shall be in full force and in effect only upon the date of the last of the following events to occur (“**Original Participating Agency Effective Date**”):

1. The passage and approval of an ordinance or resolution approving participation in NIPAS and this Amended Mutual Aid Agreement and Plan, in the manner provided by law, by the corporate authorities of the undersigned Original Participating Agency (“**Approval**”);

2. The execution of this Amended Mutual Aid Agreement and Plan by the head of the corporate authorities and the commanding officer of the undersigned Original Participating Agency (“**Execution**”);

3. The Approval of participation in NIPAS and this Amended Mutual Aid Agreement and Plan, in accordance with the procedures set forth in Section 5.A.1 of this Amended Mutual Aid Agreement, by the corporate authorities of at least three-fourths of the Original Participating Agencies;

4. The Execution of this Amended Mutual Aid Agreement and Plan, in accordance with the procedures set forth in Section 5.A.2 of this Amended Mutual Aid Agreement, by the heads of the corporate authorities and the commanding officers of at least three-fourths of the Original Participating Agencies; and

5. The adoption of the Amended NIPAS Bylaws, pursuant to Article XV, Section 1 of the NIPAS Bylaws, by a majority of the Original Participating Agencies present at the special meeting of the Original Participating Agencies called, pursuant to Article XI, Section 4 of the NIPAS Bylaws, at least 60 days after the last to occur of the two events listed in Section 5.A.3 and Section 5.A.4 of this Amended Mutual Aid Agreement and Plan.

If this Amended Mutual Aid Agreement and Plan is brought into full force and effect pursuant to this Section 5.A of this Amended Mutual Aid Agreement and Plan, then, as of the Original Participating Agency Effective Date: (i) the undersigned Original Participating Agency shall remain a Participating Agency in NIPAS and, if the undersigned Original Participating Agency has elected to participate in a Specialized Team or Specialized Teams, the participation of the undersigned Original Participating Agency in its respective Specialized Team or Specialized Teams shall continue; (ii) the Original Mutual Aid Agreement and Plan shall be terminated; (iii) this Amended Mutual Aid Agreement and Plan and the provisions contained herein shall supersede and control over the Original Mutual Aid Agreement and Plan and any provision contained therein; (iv) the NIPAS Bylaws shall no longer govern NIPAS; and (v) the Amended NIPAS Bylaws and the provisions contained therein shall govern NIPAS and supersede and control over the NIPAS Bylaws and any provision contained therein.

The participation in NIPAS, and in any Specialized Team, of any Original Participating Agency that fails to complete the Approval and Execution of this Amended Mutual Aid Agreement and Plan in accordance with this Section 5.A on or before the day before the Original Participating Agency Effective Date will be terminated as of the day after the Original Participating Agency Effective Date. Any Original Participating Agency who has its participation in NIPAS terminated may seek participation in NIPAS again at any time in accordance with the procedures set forth in Section 5.B of this Amended Mutual Aid Agreement and Plan.

B. If the undersigned law enforcement agency is not an Original Participating Agency, this Amended Mutual Aid Agreement and Plan shall be in full force and in effect with respect to the undersigned law enforcement agency upon the date of the last of the following events to occur (“**New Participating Agency Effective Date**”):

1. The Approval of participation in NIPAS and this Amended Mutual Aid Agreement and Plan, in accordance with the procedures set forth in Section 5.A.1 of this Amended Mutual Aid Agreement, the by the corporate authorities of the undersigned law enforcement agency;

2. The Execution of this Amended Mutual Aid Agreement and Plan, in accordance with the procedures set forth in Section 5.A.2 of this Amended Mutual Aid Agreement, by the head of the corporate authorities and the commanding officer of the undersigned law enforcement agency; and

3. The approval by the NIPAS Board of the undersigned law enforcement agency as a Participating Agency in NIPAS pursuant to Article III of the Amended NIPAS Bylaws.

If this Amended Mutual Aid Agreement and Plan is brought into full force and effect pursuant to this Section 5.B of this Amended Mutual Aid Agreement and Plan, then, as of the New Participating Agency Effective Date: (i) this Amended Mutual Aid Agreement and Plan and provisions contained herein and the Amended NIPAS Bylaws and provisions contained therein shall control the undersigned law enforcement agency's participation in NIPAS; and (ii) any previous agreement or bylaws related to NIPAS to which the undersigned law enforcement agency is a party shall be superseded by this Amended Mutual Aid Agreement and Plan and provisions contained herein and the Amended NIPAS Bylaws and provisions contained therein.

### **Section 6 General Provisions**

A. Non-Waiver of Immunities. No Participating Agency to this Amended Mutual Aid Agreement and Plan while performing under the terms of this Amended Mutual Aid Agreement and Plan shall be deemed to waive any governmental immunity or defense to which the Participating Agency would otherwise be entitled under statute or common law.

B. Contractual Obligation. The obligations and responsibilities incurred by a Participating Agency under this Amended Mutual Aid Agreement and Plan shall remain continuing obligations and responsibilities of such party. Nothing contained herein shall be deemed to affect other Mutual Aid agreements that a party may have executed.

C. Application of Law and Venue. This Amended Mutual Aid Agreement and Plan shall be governed by and construed under the laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this Amended Mutual Aid Agreement and Plan or the construction or interpretation of this Amended Mutual Aid Agreement and Plan shall in a state court in the County of \_\_\_\_\_, Illinois.

IN WITNESS WHEREOF, this Amended Mutual Aid Agreement and Plan has been duly executed by the following parties:

\_\_\_\_\_  
Name of ~~Municipality~~ Law Enforcement Agency

\_\_\_\_\_  
~~President/Mayer~~ Head of Corporate Authorities

|  
ATTEST:

~~Chief of Police~~ Commanding Officer of Law Enforcement Agency

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

-

|

Document comparison by Workshare Compare on Tuesday, April 24, 2018  
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Document 2 ID	interwovenSite://HKDMS/Active/55020236/6
Description	#55020236v6<Active> - NIPAS Amended Member Agreement
Rendering set	Standard

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Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	134
Deletions	86
Moved from	7
Moved to	7
Style change	0
Format changed	0
Total changes	234



# NORTHERN ILLINOIS POLICE ALARM SYSTEM

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**"PARTNERS IN PREPAREDNESS"**

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*Libertyville Police*

### Vice President

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*Riverside Police*

### Secretary

James Kruger  
*Oak Brook Police*

### Treasurer

Timothy Hayden  
*Addison Police*

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Steven Husak  
*Lake Zurich Police*

Patrick Kreis  
*Vernon Hills Police*

### Past President

Gary O'Rourke (ret.)  
*Streamwood Police*

## TECHNICAL SUPPORT

**NIPAS System Managers**  
Don and Debbie Bruggema

**Emergency Services Team**  
Commander  
Brian Baker  
*Skokie Police*

**Mobile Field Force**  
Commander  
Karl Walldorf  
*Lake Forest Police*

**Communications**  
Coordinator  
Nate Krause  
*Northwest Central Dispatch System*

April 25, 2018

## VIA FIRST CLASS MAIL

TO: ALL NIPAS PARTICIPATING AGENCIES

### Re: Amended NIPAS Agreement and Amended NIPAS Bylaws

Dear NIPAS Participating Agency:

We hope that this letter finds you and your agency well.

In recent years, the NIPAS Board of Directors ("**Board**") has received requests to consider membership from a couple of non-municipal police agencies. The original NIPAS agreement does not contain provisions for such membership. As the Board discussed the issue, a few other questions arose indicating the need to review the NIPAS Agreement and NIPAS Bylaws. The Board secured the services of Peter Friedman from the Holland and Knight Law Firm to assist us with various organizational matters.

The Board is in the process of attempting to make several organizational changes to NIPAS ("**Organizational Changes**") to better serve NIPAS's participating law enforcement agencies ("**Participating Agencies**") and expand NIPAS's emergency response capabilities upon which all of NIPAS's Participating Agencies like yours depend.

The Organizational Changes that the Board desires to make to NIPAS are the following:

- Expanding NIPAS membership to allow law enforcement agencies ("**LEAs**") associated with non-municipal entities including, but not limited to, county LEAs, college and university LEAs, hospital LEAs, and transportation system LEAs:** While its traditional membership of law enforcement agencies ("**LEAs**") associated with municipalities in the northern Illinois and Chicagoland area has served it well up to this point, the NIPAS Board has determined that NIPAS and all of its Participating Agencies could be better served if membership were expanded to local LEAs associated with non-municipal entities, such as county LEAs, college and university LEAs, hospital LEAs, transportation system LEAs, and any other type of LEA that the Participating Agencies of NIPAS feel could assist in advancing both their own missions and the mission of NIPAS.
- Simplifying the procedures by which a Participating Agency may terminate its participation in NIPAS:** Instead of having to notify all other Participating Agencies when a Participating Agency desires to terminate its participation in NIPAS, the NIPAS Agreement and NIPAS Bylaws have been amended to require such a Participating Agency to notify only the Board of its desire to terminate its participation. Additionally, we have clarified that such notice must be provided by December 31 of each year in order for the termination to go into effect at the beginning of the subsequent fiscal year, on May 1 of the year following notice.



# NORTHERN ILLINOIS POLICE ALARM SYSTEM

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**"PARTNERS IN PREPAREDNESS"**

April 25, 2018

Page 2

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Karl Walldorf  
*Lake Forest Police*

### Communications

**Coordinator**  
Nate Krause  
*Northwest Central Dispatch System*

**3. Reducing NIPAS's risk of liability and strengthening NIPAS's defenses against any potential risk of liability:** We have worked to incorporate the "best practice" language developed by the Intergovernmental Risk Management Agency ("**IRMA**") for the legal defense of intergovernmental organizations established by an intergovernmental agreement into the NIPAS Agreement and the NIPAS Bylaws in order to ensure the organization, and its Participating Agencies like you, are afforded maximum protection from potential liability.

**4. Updating and cleaning up the provisions of the agreement by which all Participating Agencies joined NIPAS ("**NIPAS Agreement**") and the NIPAS bylaws ("**NIPAS Bylaws**") to better reflect the current and future composition and needs of NIPAS.**

These Organizational Changes to NIPAS that the NIPAS Board desires to implement can only be effectuated via amendments to the NIPAS Agreement into which all Participating Agencies have entered and the NIPAS Bylaws.

Pursuant to the NIPAS Bylaws, in conjunction with the NIPAS Agreement, the amended NIPAS Agreement must be approved via ordinance or resolution and be executed by the corporate authorities of at least three-fourths of the Participating Agencies before it can go into effect.

Pursuant to Article XIV of the NIPAS Bylaws, the NIPAS Bylaws may be amended at any general or special membership meeting by a majority vote of all Participating Agencies present, provided that a copy of the amended NIPAS Bylaws being proposed is sent to the Participating Agencies for review at least 15 days prior to the meeting at which the vote on the amended NIPAS Bylaws is to take place. The Board is also required to report its recommendations to the Participating Agencies prior to the meeting at which the vote on the amended NIPAS Bylaws is to take place. Please consider this letter as well as the Board's recommendation in support of the amended NIPAS Bylaws to constitute sufficient compliance with those requirements of Article XIV of the NIPAS Bylaws. The Board will provide an oral report of the same at the NIPAS annual meeting on May 10, 2018. At that meeting, each agency will receive a "thumb-drive" with the annual information update. The thumb-drive will also contain electronic copies of the following documents for your review and consideration:

1. Sample Resolution Approving the Amended NIPAS Agreement and Amended NIPAS Bylaws
2. Amended NIPAS Agreement (both clean copy and tracked-changes)
3. Amended NIPAS Bylaws (both clean copy and tracked-changes)

Given these procedural requirements set forth in the NIPAS Bylaws, for these Organizational Changes to take effect, each Participating Agency must: (1) adopt a resolution approving the amended NIPAS Agreement ("**Amended NIPAS Agreement**") and the Amended NIPAS Bylaws; and (2) execute and enter into the Amended NIPAS Agreement ("**Participating**



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**"PARTNERS IN PREPAREDNESS"**

April 25, 2018

Page 3

■  
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**Coordinator**

Nate Krause  
*Northwest Central Dispatch System*

**Agency Actions**"), and a majority of the Participating Agencies present at a general or special meeting as must approve the Amended NIPAS Bylaws.

While the Board recognizes and appreciates that the Participating Agencies require time to review and consider these Organizational Changes and their continued participation in NIPAS going forward, the Participating Agencies may begin to complete the Participating Agency Actions as soon as they desire. Once three-fourths of the Participating Agencies complete the Participating Agency Actions, then the Board of Directors will call a special meeting to hold a vote on the Amended NIPAS Bylaws at least 60 days after the date the three-fourths threshold is met. The meeting is held at least 60 days after to give Participating Agencies who had not yet completed the Participating Agency Actions one last chance to do so before the Amended NIPAS Agreement and Amended NIPAS Bylaws go into effect. If the Amended NIPAS Bylaws are approved at the special meeting, then as of the date of the affirmative vote at the special meeting: (i) the Amended NIPAS Agreement shall become the controlling agreement; (ii) the Amended NIPAS Bylaws shall become the controlling bylaws; (iii) the original NIPAS Agreement shall be terminated; (iv) the original NIPAS Bylaws shall no longer govern the organization; and (v) the participation of Participating Agencies that failed to complete the Participating Agency Actions on or before the day before the date of the special meeting will be terminated as of the day after the date of the affirmative vote at the special meeting.

Should you or your legal consul have any questions regarding this process, the documents shared at the annual meeting, or any of the Organizational Changes, please do not hesitate to contact any of the following:

- Chief Clinton Herdegen, Libertyville Police  
[cherdegen@libertyville.com](mailto:cherdegen@libertyville.com) 847-918-2034
- Chief Patrick Kreis, Vernon Hills Police  
[pkreis@vhills.org](mailto:pkreis@vhills.org) 847-247-4880
- Peter Friedman, Holland and Knight LLP  
[peter.friedman@hklaw.com](mailto:peter.friedman@hklaw.com) (312) 578-6566

Sincerely yours,

Clinton J. Herdegen  
President of the Board

83-781-35

00BREAK00



00BREAK00

STATE OF ILLINOIS     )  
                                  )     SS.  
COUNTY OF L A K E     )

CLERK'S CERTIFICATE

I, SANDRA D. ROBERTS, do hereby certify that I am the duly elected, qualified and acting Village Clerk for the Village of Lincolnshire, Lake County, Illinois.

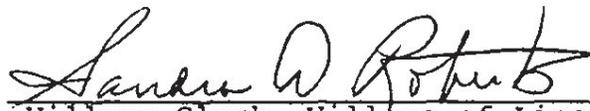
I do further certify that the above and attached is a true and correct copy of an Ordinance entitled:

"ORDINANCE AUTHORIZING NORTHERN ILLINOIS  
POLICE ALARM SYSTEM AGREEMENT"

passed by the Board of Trustees of the Village of Lincolnshire at a regular meeting of said Board of Trustees on the 11th day of OCTOBER, 1983, and said Ordinance was duly approved by the Mayor of the Village of Lincolnshire on the 11th day of OCTOBER, 1983.

I do further certify that the aforesaid Ordinance was entrusted to my care and custody, that the same is duly spread upon the record of proceedings of said Village, and that I am the custodian of all Village records, including the journal of proceedings, ordinances, and resolutions of said Village.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 5 day of December, 1983.

  
\_\_\_\_\_  
Village Clerk, Village of Lincolnshire  
Lake County, Illinois

ORDINANCE NO. 83-781-35

ORDINANCE AUTHORIZING NORTHERN ILLINOIS  
POLICE ALARM SYSTEM AGREEMENT

WHEREAS, the Village of Lincolnshire has determined that it is in the best interests of the Village to enter into a police mutual aid agreement to provide relief in case of disasters which outstrip the capacities of the municipality within which the disaster occurs.

NOW, THEREFORE, Be It Ordained by the Mayor and Board of Trustees of the Village of Lincolnshire, Lake County, Illinois, that the Northern Illinois Police Alarm System Agreement be and is hereby approved and the Mayor and Village Clerk are hereby authorized to sign such agreement on behalf of the Village, said agreement being hereto attached as Exhibit A.

This Ordinance shall be in full force and effect immediately upon its adoption and approval as provided by law.

ADOPTED this 11th day of OCTOBER, 1983, pursuant to a roll call vote as follows:

AYES: Trustees Angonese, Leichentritt, McCahill, Sampson, Serauskas

NAYS: None

ABSENT: Trustee Simeone

APPROVED by the Mayor of the Village of Lincolnshire this

11th day of OCTOBER, 1983.

  
\_\_\_\_\_  
Village Mayor

ATTEST:

  
\_\_\_\_\_  
Village Clerk

# NORTHERN ILLINOIS POLICE ALARM SYSTEM

## AGREEMENT

The undersigned municipalities agree pursuant to Article VII, Section 10 of the Constitution of the State of Illinois, and Chapter 127, Sections 741-748, Chapter 24, Section 1-4-6, Chapter 24, Section 11-1-2.1, and Chapter 85, Article VII, Illinois Revised Statutes, agree as follows:

### Section 1. Purpose of Agreement

This Agreement is made in recognition of the fact that natural occurrences, or man-made occurrences may result in situations which are beyond the ability of the individual community to deal with effectively in terms of manpower and equipment resources on hand at a given time. Each community named, (Appendix I) has and does express its intent to assist its neighbor communities by assigning some of its manpower and equipment resources to an affected community as resources and situations allow. The specific intent of this Agreement is to permit the police departments of each community to more fully safeguard the lives, persons, and property of all citizens.

### Section 2. Definitions

For the purpose of this Agreement, the following terms are defined as follows:

A. "Northern Illinois Police Alarm System" (NIPAS)

An organization of northern Illinois police departments participating in this mutual aid agreement.

B. "Disaster"

An emergency situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a unit of local government.

C. "Municipality"

A city or village having a recognized police department.

D. "Mutual Aid"

A definite and prearranged written agreement and plan whereby regular response and assistance is provided in the event of alarms from locations in a stricken municipality by the aiding municipalities in accordance with the police alarm assignments as developed by the Police Chiefs of the participating municipalities.

E. "Participating Municipalities"

A municipality that commits itself to this mutual aid agreement by adopting an ordinance authorizing participation in the program with other participating municipalities for rendering and receiving mutual aid in the event of disaster in accordance with the police alarm assignments.

F. "Stricken Municipality"

The municipality in which a disaster occurs that is of such magnitude that it cannot be adequately handled by the local police department.

G. "Aiding Municipality"

A municipality furnishing police equipment and manpower to a stricken municipality.

H. "Police Alarm Assignments"

A predetermined listing of manpower and equipment that will respond to aid a stricken municipality.

Section 3. Agreement to Effectuate the Mutual Aid Plan

The Village President, Mayor, or Board of Trustees of each participating municipality is authorized on behalf of that municipality to enter into and from time to time alter and amend on the advice of the Police Chief and with the consent of the governing body of that municipality, an Agreement with other municipalities for mutual aid according to the following:

1. Whenever a disaster is of such magnitude and consequence that it is deemed advisable by the senior officer present, of the stricken municipality, to request assistance of the aiding municipalities, he is hereby authorized to do so, under the terms of this mutual aid Agreement and the senior officer present of the aiding municipalities are authorized to and shall forthwith take the following action:
  - A. Immediately determine what resources are required according to the mutual aid police alarm assignment.
  - B. Immediately determine if the required equipment and personnel can be committed in response to the request from the stricken municipality.
  - C. Dispatch immediately the personnel and equipment required to the stricken municipality in accordance with the police alarm assignment.

2. The rendering of assistance under the terms of this mutual aid Agreement shall not be mandatory in accordance with the police alarm assignments if local conditions prohibit or limit response. In that event it is the responsibility of the aiding municipality to immediately notify the stricken municipality of same.
3. The senior officer present, of the stricken municipality, shall assume full responsibility and command for operations at the scene. He will assign personnel and equipment, of the aiding municipalities, to positions when and where he deems necessary.
4. It is expected that requests for mutual aid under this Agreement will be initiated only when the needs exceed the resources of the stricken municipality. Aiding municipalities will be released and returned to duty in their own community as soon as the situation is restored to the point which permits the stricken municipality to satisfactorily handle it with its own resources or, as per item 2 above, when an aiding municipality so desires.
5. All service performed under this Agreement shall be rendered without reimbursement of any party from the other(s). Requests for indemnification for unusual or burdensome costs incurred in the performance of mutual aid may be submitted by the aiding municipality to the stricken municipality. Indemnification of such costs shall be at the discretion of the respective elected municipal Board or Councils.
6. Each municipality requesting aid under this Agreement shall indemnify any municipality, or employce thereof, rendering aid, for any liability arising out of the rendering of aid, as provided in Chapter 24, Section 1-4-8, Illinois Revised Statutes.
7. The Police Chiefs of the participating municipalities shall establish an operational plan for giving and receiving aid under this Agreement. Said plan shall be reviewed, updated and tested at regular intervals.

#### Section 4. Termination

Any municipality may withdraw from the Northern Illinois Police Alarm System Agreement by notifying the Police Chiefs of the other participating municipalities in writing, whereupon the withdrawing municipality will terminate participation ninety (90) days from the date of written notice.

Section 5. Adoption

This mutual aid Agreement shall be in full force and in effect with the passage and approval of a companion ordinance by all participating municipalities, in the manner provided by law, and in the signing of this Agreement by the Village President, City Mayor or Trustees of a municipality.

IN WITNESS WHEREOF, this Agreement has been duly executed by the following parties:

\_\_\_\_\_  
Village of Lincolnshire

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Chief of Police

ATTEST:

  
\_\_\_\_\_  
Village Clerk