



**AGENDA**  
**REGULAR VILLAGE BOARD MEETING**  
**Village Hall – Board Room**  
**Monday, December 10, 2018**  
**7:00 p.m.**

*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. Regular Village Board Meetings will not proceed past 10:30 p.m. unless there is a consensus of the majority of the Trustees to do so.*

**CALL TO ORDER**

**1.0 ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**2.0 APPROVAL OF MINUTES**

2.1 Approval of the November 26, 2018 Regular Village Board Meeting Minutes

**3.0 REPORTS OF OFFICERS**

3.1 Mayor's Report

3.11 Mayor's Service Recognition of Lincolnshire Police Explorers – Kyle O'Malley and John Schneider

3.2 Village Clerk's Report

3.3 Village Treasurer's Report

3.4 Village Manager's Report

**4.0 PAYMENT OF BILLS**

4.1 Bills Presented for Payment on December 10, 2018 in the amount of \$901,748.04

**5.0 CITIZENS WISHING TO ADDRESS THE BOARD (on agenda items only)**

**6.0 PETITIONS AND COMMUNICATIONS**

**7.0 CONSENT AGENDA**

*Items on the Consent Agenda will be approved by one motion. If a Trustee wishes to discuss any item, it will be pulled from the Consent Agenda and discussed under "Unfinished Business".*

7.1 Approval of an Ordinance Amending Title 2 (Boards & Commissions), Chapter 3 (Architectural Review Board), Section 2-3-2 (Board Membership) of the Lincolnshire Village Code Pertaining to Alternate Members (Village of Lincolnshire)

- 7.2 Approval of Fiscal Year 2019 Budget (Village of Lincolnshire)
- 7.3 Approval of Professional Service Agreements for Fiscal Year 2019 (Village of Lincolnshire)
- 7.4 Approval of Workers Compensation Insurance Coverage for the Period of January 1, 2019 to December 31, 2019 with the Illinois Public Risk Fund in the Amount of \$144,794 (Village of Lincolnshire)
- 7.5 Approval of a Resolution Authorizing Membership in the Municipal Insurance Cooperative Agency (MICA) for Property and Liability Insurance Coverage for the period of January 1, 2019 to April 30, 2019 in the Amount of \$41,455 (Village of Lincolnshire)
- 7.6 Approval of Renewal of Cable Franchise Agreement with Comcast of California/Illinois, LLC (Village of Lincolnshire)
- 7.7 Approval of an Ordinance Amending Title 1 (Administration), Chapter 9 (Senior Citizen Property Tax Relief) of the Lincolnshire Village Code to Add a Sunset Provision (Village of Lincolnshire)

**8.0 ITEMS OF GENERAL BUSINESS**

8.1 Planning, Zoning & Land Use

- 8.12 Approval of an Ordinance Amending Title 6 (Zoning), Chapters 2, 8, and 11 of the Lincolnshire Village Code (Office-Industrial O/I District Permitted and Special Uses) (Village of Lincolnshire)

8.2 Finance and Administration

8.3 Public Works

- 8.31 Approval of a Membership Agreement with the Geographic Information Systems Consortium (GISC) Service Provider, Municipal GIS Partners (MGP) (Village of Lincolnshire – Waiver of First Reading Requested)

8.4 Police

8.5 Parks and Recreation

8.6 Judiciary and Personnel

**9.0 REPORTS OF SPECIAL COMMITTEES**

**10.0 UNFINISHED BUSINESS**

**11.0 NEW BUSINESS**

**12.0 ADJOURNMENT**



One Olde Half Day Road  
Lincolnshire, IL 60069  
www.lincolnshireil.gov



2.1

**MINUTES**  
**REGULAR VILLAGE BOARD MEETING**  
**Monday, November 26, 2018**

Present:

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

**ROLL CALL**

Mayor Brandt called the meeting to order at 7:00 p.m., and Village Clerk Mastandrea called the Roll.

**Pledge of Allegiance**

**2.0 APPROVAL OF MINUTES**

**2.1 Approval of the November 12, 2018 Regular Village Board Meeting Minutes**

Trustee Servi moved and Trustee Grujanac seconded the motion to approve the minutes of the Regular Village Board Meeting of November 12, 2018 as presented. The roll call vote was as follows: AYES: Trustees Grujanac, Servi, Harms Muth, and Mayor Brandt. NAYS: None. ABSENT: Trustees McDonough and Leider. ABSTAIN: Trustee Hancock. Mayor Brandt declared the motion carried.

**3.0 REPORTS OF OFFICERS**

**3.1 Mayor's Report**

**3.11 Winter Storm Event and Leaf Pickup**

Mayor Brandt thanked Public Works for working around the clock during the recent winter storm and throughout the leaf pickup program.

Mayor Brandt noted garbage pickup is delayed a day, due the winter storm.

**3.12 Holiday Tree Lighting**

Mayor Brandt noted the Holiday Tree Lighting is taking place on Saturday, December 1<sup>st</sup> at 5:30 p.m. at the Village Green. Santa will be at the event along with Toys for Tots, Daniel Wright Band, Half Day Choir, and the Girl Scouts.

**3.2 Village Clerk's Report - None**

3.3 Village Treasurer's Report

**3.31 Revenues and Expenditures for the Month of October, 2018**

Village Treasurer/Finance Director Peterson noted the Revenue and Expenditure Summary is included in the Board packet; and all revenues and expenditures have been properly recorded for the month of October 2018.

3.4 Village Manager's Report

**3.41 Winter Storm Response**

Village Manager Burke provided additional information regarding the winter storm response noting crews were out starting at 5:00 p.m. on Sunday night and working through 3:00 p.m. today clearing snow. Public Works will start clearing snow on the pedestrian paths, specifically the Riverwoods Road path, starting tomorrow. Village Manager Burke noted there were several mailboxes damaged as a result of the snow plowing operations and Public Works will be out repairing these along with clearing downed tree limbs in the next several days.

Mayor Brandt stated she heard many homes had no power as a result of the storm. Village Manager Burke stated he spoke with our External Affairs Representative from ComEd and as of today there were still 129 Lincolnshire addresses without power and over 139,000 addresses in the region. ComEd is working to restore power in all areas.

**4.0 PAYMENT OF BILLS**

**4.1 Bills Presented for Payment on November 26, 2018 in the amount of \$73,037.05**

Village Treasurer/Finance Director Peterson provided a summary of the November 26, 2018 bills prelist presented for payment with the total being \$73,037.05. The total amount is based on \$52,900 for General Fund; \$7,500 for Water & Sewer Fund; \$3,700 for Water & Sewer Improvement Fund; \$3,600 for Vehicle Maintenance Fund; and \$5,400 for General Capital Fund.

Trustee Grujanac moved and Trustee Hancock seconded the motion to approve the bills prelist dated November 26, 2018 as presented. The roll call vote was as follows: AYES: Trustees Grujanac, Hancock, Harms Muth, and Servi. NAYS: None. ABSENT: Trustees McDonough and Leider. ABSTAIN: None. Mayor Brandt declared the motion carried.

**5.0 CITIZENS WISHING TO ADDRESS THE BOARD (on agenda items only) - None**

**6.0 PETITIONS AND COMMUNICATIONS - None**

**7.0 CONSENT AGENDA**

**7.1 Approval of an Ordinance Levying Taxes for Corporate Purposes of the Village of Lincolnshire, Lake County, Illinois for Fiscal Year Beginning the First Day of January, 2018 and ending December 31, 2018 (Village of Lincolnshire)**

- 7.2 Approval of an Ordinance Abating and Reducing Certain Taxes Heretofore Levied to Pay Debt Service on Special Service Area (SSA) Bonds of the Village of Lincolnshire, Lake County, Illinois (Sedgebrook Special Service Area Number 1 Special Tax Bonds)**
- 7.3 Approval of an Ordinance Amending Chapter 15 of Title 1- Comprehensive Fee Schedule of the Lincolnshire Village Code Related to the Establishment of Fees and Charges for Service (Water and Sewer Connection Charges and Rate) (Village of Lincolnshire)**
- 7.4 Approval of the 2019 Village Calendar and Meeting Schedule (Village of Lincolnshire)**
- 7.5 Approval of a Professional Services Agreement with Baker Tilly Virchow Krause, LLP, Oak Brook, Illinois for Auditing Services in an Amount not to Exceed \$29,000 (Village of Lincolnshire)**
- 7.6 Approval of a One-Year Supplemental Statement of Work with Geographic Information Systems (GIS) Consortium Service Provider, Municipal GIS Partners (MGP) for Geographic Information Services (Village of Lincolnshire)**
- 7.7 Approval of a Bid Award for Lincolnshire Custodial Services to Eco Cleaning Maintenance, Inc. of Elmhurst, Illinois at an Annual Base Bid Cost of \$35,820.00 (Village of Lincolnshire)**

Trustee Grujanac moved and Trustee Harms Muth seconded the motion to approve the Consent Agenda. The roll call vote was as follows: AYES: Trustees Hancock, Grujanac, Servi, and Harms Muth. NAYS: None. ABSENT: Trustees McDonough and Leider. ABSTAIN: None. The Mayor declared the motion carried.

## **8.0 ITEMS OF GENERAL BUSINESS**

- 8.1 Planning, Zoning & Land Use
- 8.2 Finance and Administration
- 8.3 Public Works
- 8.4 Police

### **8.41 Approval of a Memorandum of Understanding Between Village of Lincolnshire and the Board of Education of Adlai E. Stevenson High School District No.125 for School Resource Officers (Village of Lincolnshire & School District #125)**

Village Manager Burke stated staff reported at the last meeting that Stevenson High School had come back with some changes to proposed Memorandum of Understanding after review by their Legal Counsel. Staff is in agreement with the parameters. The noted changes clarify roles and responsibilities and are not substantive in terms of the reimbursement and charges for service.

A brief conversation regarding the changes and edits made to the original document followed.

Trustee Grujanac moved and Trustee Servi seconded the motion to approve a Memorandum of Understanding between Village of Lincolnshire and the Board of Education of Adlai E. Stevenson High School District No.125 for School Resource Officers. The roll call vote was as follows: AYES: Trustees Grujanac, Hancock, Servi, and Harms Muth. NAYS: None. ABSENT: Trustees Leider and McDonough. ABSTAIN: None. Mayor Brandt declared the motion carried.

**8.42 Approval of an Ordinance Amending Section 3-3-2-6 of Title 3 (Business & License Regulations), Chapter 3 (Liquor Control), of the Lincolnshire Village Code to Reduce the Number of Allowable Class “C” Liquor Licenses by One (Sullivan’s Steakhouse)(Waiver of First Reading Requested – Village of Lincolnshire)**

Chief of Police Leonas provided a summary of a proposed Ordinance amending Section 3-3-2-6 of Title 3, Chapter 3, of the Lincolnshire Village Code to reduce the number of allowable Class “C” liquor licenses by one, for Sullivan’s Steakhouse, due to their recent closing.

Mayor Brandt stated she thought there was a request to transfer the license. Village Manager Burke noted prior to the closing, there was a request to transfer the license but since the closing, this is no longer needed.

Mayor Brandt asked what Class C represented. Village Manager Burke noted a Class C license allows for live music and dancing. Chief of Police Leonas stated staff is in the process of reviewing the Classes and a possible update to the Village Code.

Trustee Harms Muth asked why there is such a rush to void the license. Village Attorney Simon stated the motivation for managing the liquor licenses is that if there is a free license available, then anybody can apply for it and if they meet all the qualifications, they would get the license by right. If there are no licenses available, then the Board has the discretion on whether to add licenses to the ones already in place along with a fee for the new license.

Trustee Grujanac moved and Trustee Hancock seconded the motion to waive the first reading of an Ordinance Amending Section 3-3-2-6 of Title 3 (Business & License Regulations), Chapter 3 (Liquor Control), of the Lincolnshire Village Code to Reduce the Number of Allowable Class “C” Liquor Licenses by One (Sullivan’s Steakhouse). The roll call vote was as follows: AYES: Trustees Grujanac, Hancock, Servi, and Harms Muth. NAYS: None. ABSENT: Trustees Leider and McDonough. ABSTAIN: None. Mayor Brandt declared the motion carried.

Trustee Grujanac moved and Trustee Hancock seconded the motion to approve an Ordinance Amending Section 3-3-2-6 of Title 3 (Business & License Regulations), Chapter 3 (Liquor Control), of the Lincolnshire Village Code to Reduce the Number of Allowable Class “C” Liquor Licenses by One

(Sullivan’s Steakhouse). The roll call vote was as follows: AYES: Trustees Grujanac, Hancock, Servi, and Harms Muth. NAYS: None. ABSENT: Trustees Leider and McDonough. ABSTAIN: None. Mayor Brandt declared the motion carried.

8.5 Parks and Recreation

8.6 Judiciary and Personnel

**9.0 REPORTS OF SPECIAL COMMITTEES**

**10.0 UNFINISHED BUSINESS**

**11.0 NEW BUSINESS**

**12.0 EXECUTIVE SESSION**

**13.0 ADJOURNMENT**

Trustee Grujanac moved and Trustee Servi seconded the motion to adjourn. The voice vote was unanimous and Mayor Brandt declared the meeting adjourned at 7:14 p.m.

Respectfully submitted,  
**VILLAGE OF LINCOLNSHIRE**

Barbara Mastandrea  
Village Clerk

# Cadets Rescue Woman From Fiery I-88 Car Crash

By [Suzanne Le Mignot](#) August 13, 2018 at 5:15 pm Filed Under: [car crash](#), [heroes](#), [I-88 crash](#), [Suzanne Le Mignot](#)

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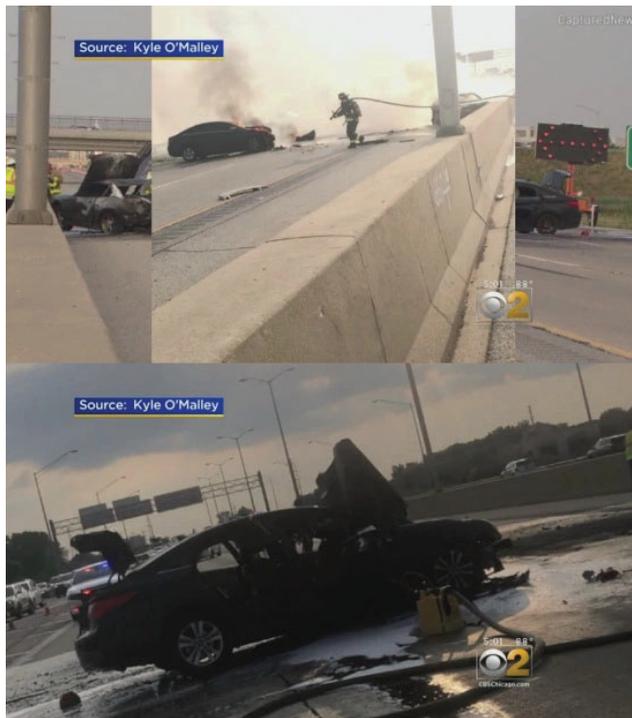
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**CHICAGO (CBS)** — With only seconds to spare, two suburban teenagers rushed to the rescue at a fiery car crash on I-88.

“You see, coming at us, just two fireballs!” recalled John Schneider, a cadet in the Lincolnshire Law Enforcement Explorer program.

The fireballs, Schneider said, were the charred remains of the Mustang and Hyundai.





Schneider and fellow cadet Kyle O'Malley were driving on I-88 near exit 123 when they came across a crash in the opposite lane of traffic; but that did not stop the young men from pulling over and taking action.

"We stop, we sprint down the road, and then we hop the median. That's when we could see, truly, the devastation that ensued after the crash," said O'Malley.



**Suzanne Le Mignot**  
@SuzanneLeMignot

"We lifted her up...about 20 seconds later I turned around and I see the whole car was up in flames inside and out." Only on [@cbschicago](#)

6 3:12 PM - Aug 13, 2018

[See Suzanne Le Mignot's other Tweets](#)

"All that crossed my mind was getting everyone in those vehicles out and just making sure everybody was safe," Schneider recalled.

The teens pulled an unconscious woman from the burning Mustang. Schneider used an extinguisher from a nearby semi driver to clear a path through the flames to get the woman out.

"I noticed that the seatbelt was still on her, so I went around the driver side and cut the seatbelt off with a knife," Schneider said. "We all started pulling at the door and it finally broke loose and we lifted her up and got her down about 20 feet away. Right after that, about

20 seconds later, I turned around and I see the whole car was up in flames, inside and out.”

The woman was treated and released at a neighboring hospital.

The two young men hope to become Illinois state troopers in the future.

### Authorities: Body Of Missing Baby Found In Illinois Woods

State police say the boy and his 22-year-old mother were reported missing Saturday to police in Alton and the mother was found about 30 miles away in Carrollton.



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**Agenda Item  
4.1**

**VILLAGE OF LINCOLNSHIRE**

**BILLS PRESENTED FOR PAYMENT**

12/10/2018

General Fund	\$	335,789.34
Water & Sewer Fund	\$	201,919.22
Motor Fuel Tax		
Water & Sewer Improvement Fund	\$	102,411.21
Fraud, Alcohol, Drug Enforcement	\$	6,214.40
Vehicle Maintenance Fund	\$	13,765.55
E 911 Fund	\$	33,610.50
Park Development Fund	\$	68,398.38
Sedgebrook SSA		
SSA Traffic Signal		
General Capital Fund	\$	139,639.44
<b>GRAND TOTAL</b>	<b>\$</b>	<b>901,748.04</b>

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Brad Burke, Village Manager

**CUSTOM INVOICE REPORT FOR VILLAGE OF LINCOLNSHIRE**  
**INVOICE DUE DATES 11/27/2018 - 12/10/2018**  
**JOURNALIZED**  
**BOTH OPEN AND PAID**

<b>INVOICE NUMBER</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>VENDOR NAME: A T &amp; T</b>		
148060081-11/18	10/12 - 11/11/18 NP Internet Svc	70.21
TOTAL VENDOR A T & T		70.21
<b>VENDOR NAME: ADOBE SYSTEMS INCORPORATED</b>		
2018-11	November 2018 L. Ulibarri Creative Cloud Suite	53.11
TOTAL VENDOR ADOBE SYSTEMS INCORPORATED		53.11
<b>VENDOR NAME: ADVANCE ENGINE REBUILDERS</b>		
20110	Mini Loader Plow Parts	821.90
20253	Truck 249 Plow Parts	806.79
TOTAL VENDOR ADVANCE ENGINE REBUILDERS		1,628.69
<b>VENDOR NAME: ADVANCED TELECOMMUNICATIONS</b>		
70388	2019 Contract Maintenance	2,105.00
TOTAL VENDOR ADVANCED TELECOMMUNICATIONS		2,105.00
<b>VENDOR NAME: AED SUPERSTORE</b>		
988757	AED Cabinet, 2 AED units and AED Child pads	3,278.00
TOTAL VENDOR AED SUPERSTORE		3,278.00
<b>VENDOR NAME: ALTORFER INDUSTRIES, INC.</b>		
PM600277517	Old Mill Circle Generator Repair	1,061.63
TOTAL VENDOR ALTORFER INDUSTRIES, INC.		1,061.63
<b>VENDOR NAME: AMAZON.COM</b>		
Prime19	Annual Amazon Prime Membership	119.00
11181389735458634	Atomic Clock for Terry Hawkins	69.99
11489501135413832	Boo Bash Related Items	91.08
113-0351645-8031435	Door Wedges	19.95
Boo 2 Amazon Invoice	2018 Boo Bash Items_CED (face painting, crafts)-s	328.45
11720181	Replacement Santa Suit - Holiday Tree Lightinc	99.90
112-5085991-4320257	Ipad Power Adapter & Lightning Cable for Board Ipa	25.88
TOTAL VENDOR AMAZON.COM		754.25
<b>VENDOR NAME: AMERICAN PRINTING TECHNOLOGIES</b>		
18-LS12P	12 2018 UB Postage	922.52
18-LS12	12 2018 UB Print Service	465.00
TOTAL VENDOR AMERICAN PRINTING TECHNOLOGIES		1,387.52
<b>VENDOR NAME: AMERICAN UNDERGROUND INC.</b>		
8821	2018 Sanitary Sewer Televising Services	34,108.52
8823	2018 Santiary Sewer Reviews	3,733.20
TOTAL VENDOR AMERICAN UNDERGROUND INC.		37,841.72
<b>VENDOR NAME: AMERICAN VACTOR SERVICES</b>		
21070	Vactor Truck & Operator - Catch Basin Cleaning	5,600.00
TOTAL VENDOR AMERICAN VACTOR SERVICES		5,600.00
<b>VENDOR NAME: AMERICAN WELDING &amp; G</b>		
05921392	Cylinder Rental	99.72
05942304	Forklift Propane	31.35
TOTAL VENDOR AMERICAN WELDING & G		131.07
<b>VENDOR NAME: AMERI-TEX INC.</b>		
111480	Embroider Records Shirts (Pieper/Cutro)	78.00
111870	Embroider Jackets/Vests (Covelli/Leonas)	37.50
TOTAL VENDOR AMERI-TEX INC.		115.50
<b>VENDOR NAME: ARAMARK</b>		
2081805284	Weekly Uniform Rental - Public Works	87.08
2081814694	Weekly Uniform Rental - PW Employees	87.08

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**INVOICE DUE DATES 11/27/2018 - 12/10/2018**  
**JOURNALIZED**  
**BOTH OPEN AND PAID**

<b>INVOICE NUMBER</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>VENDOR NAME: ARAMARK</b>		
	TOTAL VENDOR ARAMARK	174.16
<b>VENDOR NAME: ARENA SPORTS U.S.A.</b>		
1809461	Baseball Caps for PW workers	285.00
	TOTAL VENDOR ARENA SPORTS U.S.A.	285.00
<b>VENDOR NAME: ARLINGTON HEIGHTS FORD</b>		
850390	Truck 237	274.04
	TOTAL VENDOR ARLINGTON HEIGHTS FORD	274.04
<b>VENDOR NAME: B &amp; F CONSTRUCTION CODE SERVICES</b>		
50423	Plan Review_306 Briarwood Lane_{18-0172E	1,374.90
50424	Plan Review_309 Briarwood Ln_P18-0174E	1,385.25
10718	October 2018 Inspections	3,380.00
	TOTAL VENDOR B & F CONSTRUCTION CODE SERVIC	6,140.15
<b>VENDOR NAME: BASECAMP WEB SOLUTIONS</b>		
2464	November Website Maintenance	60.00
	TOTAL VENDOR BASECAMP WEB SOLUTIONS	60.00
<b>VENDOR NAME: BAXTER &amp; WOODMAN INC.</b>		
0202932	Lincolnshire Construction Drawing Standards	2,550.00
	TOTAL VENDOR BAXTER & WOODMAN INC.	2,550.00
<b>VENDOR NAME: BEHM ENTERPRISES, IN</b>		
2248	Replace Broken Sanitary Sewer Main - 7 Robinhoc	2,500.00
	TOTAL VENDOR BEHM ENTERPRISES, IN	2,500.00
<b>VENDOR NAME: BHFX DIGITAL IMAGING</b>		
321067	Yellow Ink for Canon Copier	90.50
	TOTAL VENDOR BHFX DIGITAL IMAGING	90.50
<b>VENDOR NAME: BIDDINGER JOSHUA</b>		
JB11152018	CDL Permit Reimbursement - Josh Biddinger	50.00
	TOTAL VENDOR BIDDINGER JOSHUA	50.00
<b>VENDOR NAME: BIG BOWL LINCOLNSHIRE</b>		
2525	11/1/18 Budget Workshop Meeting dinner	370.00
	TOTAL VENDOR BIG BOWL LINCOLNSHIRE	370.00
<b>VENDOR NAME: BOLLINGER, LACH &amp; ASSOC</b>		
19384-4	Crosstown Water Main - Riverwoods / Buckingham	1,665.54
19390	Cumberland Drive Drainage Improvement	7,677.00
	TOTAL VENDOR BOLLINGER, LACH & ASSOC	9,342.54
<b>VENDOR NAME: BONNELL INDUSTRIES INC.</b>		
0182459-IN	Truck 244 Upfit	9,265.00
0127903	Truck 246 Install Pre-Wet Tank	3,104.40
	TOTAL VENDOR BONNELL INDUSTRIES INC.	12,369.40
<b>VENDOR NAME: BONTA ITALIAN MARKET</b>		
009637	10/29/18 Budget Workshop Meeting Dinner	154.00
	TOTAL VENDOR BONTA ITALIAN MARKET	154.00
<b>VENDOR NAME: BRIGHT LIGHT SIGN CO</b>		
TM-14803	Village Hall Holiday Lights	3,162.50
	TOTAL VENDOR BRIGHT LIGHT SIGN CO	3,162.50
<b>VENDOR NAME: BURK ELIZABETH</b>		
2017	Senior Citizen Property Tx Relief Refund	310.18

**CUSTOM INVOICE REPORT FOR VILLAGE OF LINCOLNSHIRE**  
**INVOICE DUE DATES 11/27/2018 - 12/10/2018**  
**JOURNALIZED**  
**BOTH OPEN AND PAID**

INVOICE NUMBER	DESCRIPTION	AMOUNT
<b>VENDOR NAME: BURK ELIZABETH</b>		
	TOTAL VENDOR BURK ELIZABETH	310.18
<b>VENDOR NAME: BURKE, CHRISTOPHER</b>		
147038	Indian Streambank Stabilization - Professional Servi	2,682.32
147037	Westminster Wat/Sutton Court Water Main Improve	116.00
147039	Downtown Pocket Park - Professional Services from	480.00
	TOTAL VENDOR BURKE, CHRISTOPHER	3,278.32
<b>VENDOR NAME: CHICAGOLAND PAVING</b>		
1810701-F	2018 Pavement Patching	45,096.33
	TOTAL VENDOR CHICAGOLAND PAVING	45,096.33
<b>VENDOR NAME: CIORBA GROUP</b>		
0023905	Alternative Emergency Water Supply - Professional	3,599.71
	TOTAL VENDOR CIORBA GROUP	3,599.71
<b>VENDOR NAME: CL GRAPHICS</b>		
0057551	P. Petrick Business Cards	137.31
0057807	Winter 2018 Newsletter	2,860.00
	TOTAL VENDOR CL GRAPHICS	2,997.31
<b>VENDOR NAME: CLESEN, INC.</b>		
339261	Herbicide Notice Flags	131.02
	TOTAL VENDOR CLESEN, INC.	131.02
<b>VENDOR NAME: COMED</b>		
5760114015-12-18	Riverside Drive Liftstation Pumping 10/29/18 - 11/29	136.62
1864074001-12-18	Spring Lake Park 10/29/18 - 11/29-18	90.12
1131144094-12-18	Trailhead Park Lighting 10/29/18 - 11/29-18	36.89
8225087020-11-18	RNC Electric Heating 10/29/18 - 11/29/18	120.15
9047167009-12-18	Londonderry Pumping 10/29/18 - 11/29/18	176.94
7128083006-12-18	Westwood Pumping 10/29/18 - 11/29/18	77.59
3427049011-11-18	Rate 23 Street Lighting 10-19-18 to 11-19-18	841.77
	TOTAL VENDOR COMED	1,480.08
<b>VENDOR NAME: CONCENTRIC INTEGRATION</b>		
0202930	Professional Services for ESR (AFD #1 Configuratic	191.07
0202931	2018 SCADA Sys Software/Support Renewals	4,989.96
	TOTAL VENDOR CONCENTRIC INTEGRATION	5,181.03
<b>VENDOR NAME: CONSTELLATION NEWENERGY, INC.</b>		
13246589401	Electric supplym WSR 9-28-18 to 10-29-18	1,993.54
	TOTAL VENDOR CONSTELLATION NEWENERGY, INC.	1,993.54
<b>VENDOR NAME: CORRECTIVE ASPHALT MATERIALS</b>		
18133	2018 Asphalt Maintenance Program	12,533.64
	TOTAL VENDOR CORRECTIVE ASPHALT MATERIALS	12,533.64
<b>VENDOR NAME: CTS COMPUTER TRAINING</b>		
381023	Microsoft Office Access Training - Emily Land	289.00
	TOTAL VENDOR CTS COMPUTER TRAINING	289.00
<b>VENDOR NAME: DELLEFIELD, DOLORES</b>		
yyyy	Senior Citizen Property Tx Relief Refund	147.79
	TOTAL VENDOR DELLEFIELD, DOLORES	147.79
<b>VENDOR NAME: DIDIER FARMS</b>		
100070-1	Pie Pumpkins & Strawbales	1,090.00
	TOTAL VENDOR DIDIER FARMS	1,090.00
<b>VENDOR NAME: DROPBOX</b>		

**CUSTOM INVOICE REPORT FOR VILLAGE OF LINCOLNSHIRE**  
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<b>INVOICE NUMBER</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>VENDOR NAME: DROPBOX</b>		
2018-11	November 2018 Dropbox fees	9.99
TOTAL VENDOR DROPBOX		9.99
<b>VENDOR NAME: ELEVATOR INSPECTION SERVICES</b>		
80532	November Elevator Reinspection 1 @ \$15 /inspect	15.00
TOTAL VENDOR ELEVATOR INSPECTION SERVICES		15.00
<b>VENDOR NAME: EXTRA SPACE STORAGE</b>		
11012018	November 2018 Storage Fees For Special Event lte	297.00
TOTAL VENDOR EXTRA SPACE STORAGE		297.00
<b>VENDOR NAME: FEDEX</b>		
6-369-13185	Overnight ship test results to IEPA	63.76
TOTAL VENDOR FEDEX		63.76
<b>VENDOR NAME: G.L.I SERVICES, INC</b>		
GLI11302018	Downtown Pocket Park Construction	67,918.38
TOTAL VENDOR G.L.I SERVICES, INC		67,918.38
<b>VENDOR NAME: GALLS/QUARTERMASTER</b>		
011344510	LPD Collar Brass	124.80
TOTAL VENDOR GALLS/QUARTERMASTER		124.80
<b>VENDOR NAME: GARVEY'S OFFICE PRODUCTS</b>		
PINV1639037	2019 Calendars	188.93
PINV1632578	Binders & 3-Hole Punch	66.99
PINV163336	November supplies	117.09
TOTAL VENDOR GARVEY'S OFFICE PRODUCTS		373.01
<b>VENDOR NAME: GEWALT HAMILTON ASSOCIATES</b>		
4904.003-8	Lincolnshire ITEP Stage III Phase I & I	15,730.14
4904.402	ITEP Stage II Phase III Professional Services from	1,545.57
TOTAL VENDOR GEWALT HAMILTON ASSOCIATES		17,275.71
<b>VENDOR NAME: GIANT MAINTENANCE &amp; RESTORATION</b>		
4109	Lift Stations Painting	8,450.00
TOTAL VENDOR GIANT MAINTENANCE & RESTORATIO		8,450.00
<b>VENDOR NAME: GRAINGER, INC.</b>		
9002936913	Ductless Fuming Hood for Evidence Processing	3,468.22
9007246151	Emergency Stop Push Bottom	92.65
9008924319	PB Blaster	47.76
9016915424	Laminating Pouches	58.44
TOTAL VENDOR GRAINGER, INC.		3,667.07
<b>VENDOR NAME: GREEN ACRES LANDSCAPING</b>		
2018-4784	Route 22 Bike Path (South Side of Walkway)	3,400.00
2018-4786	130 Pembroke Drive (Front Yard) Restoration Job	601.00
2018-4785	Route 22 Bike Path (Soute Side of Walkway) Delive	1,450.00
2018-4774	11,13 and 15 Mayfair - Restoration Job for Detentic	5,925.00
TOTAL VENDOR GREEN ACRES LANDSCAPING		11,376.00
<b>VENDOR NAME: HIGHLAND PARK, CITY OF</b>		
241957	Water Sample Testing Done Between July - Septerr	450.00
TOTAL VENDOR HIGHLAND PARK, CITY OF		450.00
<b>VENDOR NAME: HOERR CONSTRUCTION, INC.</b>		
118-764	2018 Sewer Lining Project	96,656.70
118-763	2018 Sanitary Sewer Lining Project	16,569.70
TOTAL VENDOR HOERR CONSTRUCTION, INC.		113,226.40

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<b>INVOICE NUMBER</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>VENDOR NAME: ICMA MEMBERSHIP RENEWALS</b>		
2019-143088	Burke 2019 Membership	1,680.00
BQ3PFB163CA8	2019 ICMA Annual Membership_B Gilbertsor	200.00
TOTAL VENDOR ICMA MEMBERSHIP RENEWALS		1,880.00
<b>VENDOR NAME: ILCMA</b>		
857964875	ILCMA Luncheon_12122018__Brad Burke and Ben	70.00
TOTAL VENDOR ILCMA		70.00
<b>VENDOR NAME: ILLINOIS ARBORIST AS</b>		
120520181	IAA Annual Conference & Trade Show - Manual Ch	225.00
120520182	IAA Annual Conference & Trade Show - Manual Ch	325.00
120520183	IAA Annual Conference & Trade Show - Manual Ch	205.00
120520184	IAA Annual Conference & Trade Show - Manual Ch	225.00
TOTAL VENDOR ILLINOIS ARBORIST AS		980.00
<b>VENDOR NAME: ILLINOIS ASSOCIATION</b>		
2355	Membership Illinois Chiefs of Police - Leonas	220.00
TOTAL VENDOR ILLINOIS ASSOCIATION		220.00
<b>VENDOR NAME: ILLINOIS LEAP</b>		
Lincolnshire 2019	Membership IL Law Enf. Admin. Prof. - Maciareillc	40.00
TOTAL VENDOR ILLINOIS LEAP		40.00
<b>VENDOR NAME: ILLINOIS STATE POLICE - B OF I</b>		
IL049290L-10/2018	Fingerprinting Liquor License (Sullivan's)	27.00
TOTAL VENDOR ILLINOIS STATE POLICE - B OF I		27.00
<b>VENDOR NAME: IMRF</b>		
01343	11 2018 Member & Employer Contributions	44,519.14
TOTAL VENDOR IMRF		44,519.14
<b>VENDOR NAME: INSIGHT PUBLIC SECTOR SLED</b>		
1100633868	2018 Misc Computer Equipment_ordered by Interde	649.71
TOTAL VENDOR INSIGHT PUBLIC SECTOR SLED		649.71
<b>VENDOR NAME: INTERNATIONAL ASSOCI</b>		
0044159	Membership Intl Chiefs of Police - Covell	150.00
0048600	Membership Intl Chiefs of Police - Leonas	150.00
TOTAL VENDOR INTERNATIONAL ASSOCI		300.00
<b>VENDOR NAME: INTERSTATE ALL BATTERY CENTER</b>		
49913533	Squad Car Batteries	122.95
TOTAL VENDOR INTERSTATE ALL BATTERY CENTER		122.95
<b>VENDOR NAME: INVOICE CLOUD</b>		
1185-2018 11	12 2018 Paperless Utility Bills	47.25
TOTAL VENDOR INVOICE CLOUD		47.25
<b>VENDOR NAME: IPRF</b>		
53810	Workers Comp and Admin Fee- Jan	13,216.00
TOTAL VENDOR IPRF		13,216.00
<b>VENDOR NAME: IRC RETAIL CENTERS</b>		
11-2018	CAM Estimated Escrow Lease 29513 T394502 Nov	3,991.65
TOTAL VENDOR IRC RETAIL CENTERS		3,991.65
<b>VENDOR NAME: J. G. UNIFORMS, INC.</b>		
45604	Uniforms Sweaters - Petrick/Lill	278.35
45776	Uniform Sweater - T. Gloede	135.00
45781	Uniform Sweater - Anderson	135.00
45780	Uniform Sweater - Campobasso	135.00

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<b>INVOICE NUMBER</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>VENDOR NAME: J. G. UNIFORMS, INC.</b>		
45782	Jacket Patches	8.00
TOTAL VENDOR J. G. UNIFORMS, INC.		691.35
<b>VENDOR NAME: LA POLICE GEAR</b>		
256988	Dynamic Entry Monoshock Ram	245.09
TOTAL VENDOR LA POLICE GEAR		245.09
<b>VENDOR NAME: LAKE COUNTY PUBLIC WORKS</b>		
LCPW-10-31-18	Sanitary sewer treatment bill 9-16-18 to 10-15-18	119,388.00
TOTAL VENDOR LAKE COUNTY PUBLIC WORKS		119,388.00
<b>VENDOR NAME: LAKE FOREST ACUTE CARE</b>		
54440	B. Taylor Random Drug Testing	60.00
54889	R. Van Random Drug Testing	60.00
TOTAL VENDOR LAKE FOREST ACUTE CARE		120.00
<b>VENDOR NAME: LEADSONLINE</b>		
248073	12 Mos. Leads Online Investigation System Renew	1,758.00
TOTAL VENDOR LEADSONLINE		1,758.00
<b>VENDOR NAME: LERMI</b>		
Lincolnshire 2019	Membership Law Enf. Rec. Mgmt. - Covelli/Cutrc	40.00
TOTAL VENDOR LERMI		40.00
<b>VENDOR NAME: LIBERTYVILLE CHEVROLET</b>		
203767	Truck 242 - Review Chk Engine Lgt; Replace Bad G	1,025.88
TOTAL VENDOR LIBERTYVILLE CHEVROLET		1,025.88
<b>VENDOR NAME: LINCOLNSHIRE RIVERWOODS FPD</b>		
102691	Plan Review_4 Overlook Pt Egress Control_P18-01	319.00
TOTAL VENDOR LINCOLNSHIRE RIVERWOODS FPD		319.00
<b>VENDOR NAME: LINCOLNSHIRE VILLAGE-PETTY CASH</b>		
12102018 (2)	12/10/18 Petty Cash Reimbursements	210.95
TOTAL VENDOR LINCOLNSHIRE VILLAGE-PETTY CASH		210.95
<b>VENDOR NAME: MADISON NATIONAL LIFE INS CO, INC.</b>		
1321687	12 2018 Life Insurance Premiums	1,328.90
TOTAL VENDOR MADISON NATIONAL LIFE INS CO, INC		1,328.90
<b>VENDOR NAME: MANKOFF INDUSTRIES</b>		
4699	November Inspections	660.00
TOTAL VENDOR MANKOFF INDUSTRIES		660.00
<b>VENDOR NAME: MICHAEL MERANDA JR.</b>		
181611	11/12/18 RVB/COW Mtg. & 11/13/18 Zoning Board	240.00
183011	11/26/18 RVB/COW Mtg. & 11/28/18 Park Board Mt	240.00
TOTAL VENDOR MICHAEL MERANDA JR.		480.00
<b>VENDOR NAME: MID-AMERICA SPORTS ADVANTAGE</b>		
394655-00	Soccer Corner Flags Offset Pin Style	233.66
TOTAL VENDOR MID-AMERICA SPORTS ADVANTAGE		233.66
<b>VENDOR NAME: MULCH CENTER</b>		
79420	Mulch	48.00
76564	Playground Mulch	73.50
TOTAL VENDOR MULCH CENTER		121.50
<b>VENDOR NAME: MUNICIPAL GIS PARTNERS, INC.</b>		

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<b>INVOICE NUMBER</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>VENDOR NAME: MUNICIPAL GIS PARTNERS, INC.</b>		
4212	GIS staffing and services - November 2018	5,096.86
TOTAL VENDOR MUNICIPAL GIS PARTNERS, INC.		5,096.86
<b>VENDOR NAME: NAMEPLATE &amp; PANEL TE</b>		
239577	Plant Name Label - Michael James Stablein	37.50
TOTAL VENDOR NAMEPLATE & PANEL TE		37.50
<b>VENDOR NAME: NAPA AUTO PARTS -WHE</b>		
509718	Diesel Exhaust Fluid	101.07
TOTAL VENDOR NAPA AUTO PARTS -WHE		101.07
<b>VENDOR NAME: NETTLE CREEK NURSERY</b>		
11620181	Indian Creek Streambank Stabilization Project (Invo	70,191.00
TOTAL VENDOR NETTLE CREEK NURSERY		70,191.00
<b>VENDOR NAME: NORTH SHORE GAS</b>		
604290016-02-11-18	Westwood Liftstation 10/13/18 - 11/8/2018	265.22
604290016-01-11-18	Old Mill Liftstation 10/12/18 - 11/8-18	31.64
604290016-03-11-18	Farrington Liftstation 10/12/18 - 11/8/18	32.11
604290016-04-11-18	Fallstone Liftstation 10/12/18 - 11/8/18	36.43
603028481-02-11-18	North Park Concession Gas Service 10/12/18 - 11/8	56.95
606253075-01-11-18	Well #3 Gas Service 10/12/18 - 11/9/18	83.81
604290016-05-11-18	207A Northampton 10/12/18 - 11/8/2018	33.76
603028481-01-11-18	NP Maint, Bldg Gas Service 10/12/18 - 11/8/18	124.18
606017125-01-11-18	24400 Riverwoods Pumping 10/12/18 - 11/8/18	34.34
TOTAL VENDOR NORTH SHORE GAS		698.44
<b>VENDOR NAME: NORTH SUBURBAN EMPLOYEE BENEFIT COO</b>		
2018-11	November 2018 Medical Insurance Premiums	73,239.87
12-2018	Decmeber 2018 Dental Premiums	6,668.00
TOTAL VENDOR NORTH SUBURBAN EMPLOYEE BENE		79,907.87
<b>VENDOR NAME: NORTHWEST ELECTRICAL SUPPLY</b>		
1739855R	5 Cases of Clear MH Lights - Return	(84.43)
1212996	VH Retrofit Kits	273.02
TOTAL VENDOR NORTHWEST ELECTRICAL SUPPLY		188.59
<b>VENDOR NAME: NUTOYS LEISURE PRODU</b>		
48519	8' Bench w/ Recycled Plastic Slats & Arm Rest	1,813.00
TOTAL VENDOR NUTOYS LEISURE PRODU		1,813.00
<b>VENDOR NAME: O'HERRON CO INC</b>		
1861895-IN	Uniform Pants - Campobasso	127.50
1862156-IN	Uniform Shirts, Hat and Raincoat - Lill	232.88
1860187-IN	Explorer Ranicoats	431.96
1862000-IN	Uniform Mourning Bands for Department	200.00
1863176-IN	Records Jacket (Pieper)	24.99
1840230	Records Jacket (Cutro)	34.15
1860447-IN	Raincaps - Petrick/Lill	18.00
TOTAL VENDOR O'HERRON CO INC		1,069.48
<b>VENDOR NAME: OK FINE PRODUCTIONS</b>		
101618	Police Training Manikin w/stand	2,746.18
TOTAL VENDOR OK FINE PRODUCTIONS		2,746.18
<b>VENDOR NAME: ORPHANS OF THE STORM</b>		
Lincolnshire 2019	2019 Animal Control Service	1,500.00
TOTAL VENDOR ORPHANS OF THE STORM		1,500.00
<b>VENDOR NAME: PAINTBALL AND LASER TAG EXPLOSION</b>		
34463	2018 Boo Bash Paint Ball and Laser Second Payme	650.00
TOTAL VENDOR PAINTBALL AND LASER TAG EXPLOSI		650.00

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INVOICE NUMBER	DESCRIPTION	AMOUNT
<b>VENDOR NAME: PAYLOCITY</b>		
104511694	11/23/2018 Pay Services	632.27
TOTAL VENDOR PAYLOCITY		632.27
<b>VENDOR NAME: PEACOCK PROFESSIONAL CAR WASH</b>		
LPD (7-11/2018)	Squad Car Washes (July1-November 30, 2018)	258.00
TOTAL VENDOR PEACOCK PROFESSIONAL CAR WAS		258.00
<b>VENDOR NAME: PETERSON MICHAEL R.</b>		
11202018	Peterson to IMTA Institute, HELP mtg, IDOR Works	1,220.00
TOTAL VENDOR PETERSON MICHAEL R.		1,220.00
<b>VENDOR NAME: PETTIBONE &amp; CO</b>		
175427	Explorer Traffic Vests	183.70
TOTAL VENDOR PETTIBONE & CO		183.70
<b>VENDOR NAME: PIZANOS PIZZA</b>		
111420181	Snow & Ice Control Training Lunch on 11-14-18	236.69
TOTAL VENDOR PIZANOS PIZZA		236.69
<b>VENDOR NAME: PRO RENT-A-FENCE</b>		
PT736	Rental - Temporary Fence Panels	616.00
TOTAL VENDOR PRO RENT-A-FENCE		616.00
<b>VENDOR NAME: PUBLIC GRANTS &amp; TRAINING INITIATIVE</b>		
2235514-109445888	Training - Criminal Investigations/Social Media - Re	301.75
TOTAL VENDOR PUBLIC GRANTS & TRAINING INITIATI		301.75
<b>VENDOR NAME: QUILL CORPORATION</b>		
2856330	Dry Erase Board, Mounting Strips, 2019 planners	138.14
2473152	Heavy Duty Binders	78.20
2483855	Presentation folders, Admin printer toner - yellow	278.51
2820238	Report paper and Admin printer toner - magenta	285.97
TOTAL VENDOR QUILL CORPORATION		780.82
<b>VENDOR NAME: RONDOUT SERVICE CENTER LLC</b>		
14386	Truck Safety Inspections	164.00
TOTAL VENDOR RONDOUT SERVICE CENTER LLC		164.00
<b>VENDOR NAME: SAM'S CLUB</b>		
1411	October 29th SCOW Budget Meeting Treats	13.86
849983	Food for PW Cookout on 11-2-2018	20.10
860575	Food For Public Works Cookout on 11-2-2018	88.05
TOTAL VENDOR SAM'S CLUB		122.01
<b>VENDOR NAME: SCHROEDER &amp; SCHROEDER INC.</b>		
5984	2018 Curb & Gutter Replacement	19,673.50
TOTAL VENDOR SCHROEDER & SCHROEDER INC.		19,673.50
<b>VENDOR NAME: SHVARTSMAN, RAFAIL</b>		
2014	Senior Citizen Property Tx Relief Refund	267.53
TOTAL VENDOR SHVARTSMAN, RAFAIL		267.53
<b>VENDOR NAME: SMITHEREEN PEST MGMT</b>		
1882343	Pest control services - Public Works	96.00
1880877	Pest control services - 45 Londonderry	53.00
1880878	Pest control services - Village Hall	65.00
TOTAL VENDOR SMITHEREEN PEST MGMT		214.00
<b>VENDOR NAME: SPIRIT HALLOWEEN</b>		
101820181	Boo Bash Related Items	419.66

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<b>INVOICE NUMBER</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>VENDOR NAME: SPIRIT HALLOWEEN</b>		
	TOTAL VENDOR SPIRIT HALLOWEEN	419.66
<b>VENDOR NAME: SPORTSFIELDS, INC.</b>		
2018780	Renovations for North Park Baseball Infields	21,300.00
	TOTAL VENDOR SPORTSFIELDS, INC.	21,300.00
<b>VENDOR NAME: STO-COTE PRODUCTS INC.</b>		
99578	Ice Rink, Patch Tape & Hockey Pucks	1,785.24
	TOTAL VENDOR STO-COTE PRODUCTS INC.	1,785.24
<b>VENDOR NAME: STREICHER'S, INC.</b>		
11339733	Ballistic Vest - Salkauskas	710.00
11339732	Ballistic Vest & Trauma Plate - Holst	850.00
11339731	Ballistic Vest & Trauma Plate - Watson	850.00
11339727	Ballistic Vest & Trauma Plate - Petrick	850.00
11339726	Ballistic Vest & Trauma Plate - Revoy	850.00
	TOTAL VENDOR STREICHER'S, INC.	4,110.00
<b>VENDOR NAME: SYMBOLARTS</b>		
0319406-IN	Wallet Badge #89 - Kreis	125.00
	TOTAL VENDOR SYMBOLARTS	125.00
<b>VENDOR NAME: TKG ENVIRONMENTAL SERVICES GROUPLLC</b>		
1000257	Municipal Sweep on 11-10-18	1,850.00
	TOTAL VENDOR TKG ENVIRONMENTAL SERVICES GR	1,850.00
<b>VENDOR NAME: TRAFFIC CONTROL &amp; PROTECTION INC.</b>		
99546	Speed Limit Signs (20mph) - Qty. 25	935.00
	TOTAL VENDOR TRAFFIC CONTROL & PROTECTION IN	935.00
<b>VENDOR NAME: TRAVELERS</b>		
3951HA083 umbrella	2018 umbrella/excess annual premium	9,397.00
	TOTAL VENDOR TRAVELERS	9,397.00
<b>VENDOR NAME: UPS STORE</b>		
8120	IEPA Water Samples - Mailing	13.71
0021635	2018 Holiday Tree Lighting Kiosk Sign label reface	75.00
	TOTAL VENDOR UPS STORE	88.71
<b>VENDOR NAME: VERIZON WIRELESS</b>		
9818273263	10/13 - 11/12/18 SCADA Data Plan Util	238.52
9817508871	10 2018 Cell Phone Svc & Squad Laptops	1,958.31
	TOTAL VENDOR VERIZON WIRELESS	2,196.83
<b>VENDOR NAME: VERNON HILLS VILLAGE</b>		
DSP-DEC18	December 2018 Monthly Dispatch Service	33,610.50
	TOTAL VENDOR VERNON HILLS VILLAGE	33,610.50
<b>VENDOR NAME: VILLAGE GREEN BACELINE LP</b>		
Final Payout	Baceline Incentive Agreement	45,000.00
	TOTAL VENDOR VILLAGE GREEN BACELINE LP	45,000.00
<b>VENDOR NAME: WBK ENGINEERING LLC</b>		
19666	Lincolnshire Creek Construction Engineering - Profe	4,578.81
	TOTAL VENDOR WBK ENGINEERING LLC	4,578.81
<b>VENDOR NAME: WEST SIDE TRACTOR SALES CO</b>		
W69105	Backhoe Hydraulic Fittings	153.27
	TOTAL VENDOR WEST SIDE TRACTOR SALES CO	153.27

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<b>INVOICE NUMBER</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>VENDOR NAME: WHOLESALE DIRECT, INC.</b>		
000236454	Magnetic Mic System for 2-Way Radios	163.42
000236455	Western Snow Plow Oil	270.68
000236173	Flashlights for new equipment	496.57
TOTAL VENDOR WHOLESALE DIRECT, INC.		930.67
<b>VENDOR NAME: XYLEM WATER SOLUTION</b>		
3556A40539	Indian Creek Liftstation - Parts	987.00
TOTAL VENDOR XYLEM WATER SOLUTION		987.00
<b>GRAND TOTAL:</b>		<b>901,748.04</b>

**REQUEST FOR BOARD ACTION  
Regular Village Board  
December 10, 2018**

**Subject:** Fiscal Year 2019 Budget

**Action Requested:** Approval of the Fiscal Year 2019 Budget (Village of Lincolnshire)

**Originated  
By/Contact:** Michael Peterson, Finance Director  
Brad Burke, Village Manager

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

**Summary / Background:**

The Village Board met over the course of several meetings in October and November to discuss the proposed budget for Fiscal Year 2019 (FY19). As a result of Board direction and staff's continued work on the proposed budget, several changes were identified since the original draft was distributed in early October. These changes are reflected on the attached spreadsheet and were reviewed by staff at the November 26, 2018 Committee of the Whole Meeting. Many of the proposed changes reflect a refinement in the proposed budget numbers as a result of feedback received through the budget deliberation process.

The proposed 2019 budget reflects revenues based upon the Village's current fee and revenue structure. No new taxes or fees are being proposed. The total expenditures for all funds are \$27,356,321 with revenues of \$26,661,226 and use of reserves in the amount of \$993,094. The proposed budget for 2019 functions and reflects the use of reserves to fund necessary required capital projects as designed. The General Fund operating budget and Water & Sewer Fund operations budget are balanced and reflect anticipated revenues adequate to fund day-to-day operations.

**Recommendation:**

Approval of the Fiscal Year 2019 Budget as presented.

**Reports and Documents Attached:**

- Spreadsheet Detailing Changes to Proposed Budget from Initial Draft
- Summary of Revenue / Expenditures All Funds

<b>Meeting History</b>	
Special Committee of the Whole Budget Discussion & Workshops	October 29, 2018 November 1, 2018
Committee of the Whole Meeting:	November 12, 2018
Committee of the Whole Meeting:	November 26, 2018
Regular Village Board Meeting:	December 10, 2018

## Changes to 2019 Budget since Draft Print

Account Description	Original	Original	New	New	Difference	Difference
	Est. 2018	Budget 2019	Est. 2018	Budget 2019	Est. 2018	New vs Original Budget 2019
<b>FUND 01 - GENERAL FUND</b>						
<b>REVENUES</b>						
01-00-85-4340 Police Services	200,000	<b>200,000</b>	200,000	300,000	\$0	100,000
<b>ADMINISTRATION</b>						
<b>FINANCE</b>						
<b>POLICE</b>						
<b>COMMUNITY &amp; ECONOMIC DEVELOPMENT</b>						
01-08-61-9000 Outside Services	-	-	-	5,000	\$0	5,000
01-08-63-1004 Memb- Visit Lake County	18,750	<b>30,175</b>	18,750	20,000	\$0	(10,175)
<b>INSURANCE &amp; COMMON EXPENSES</b>						
01-12-61-8800 Property/Liability Ins	77,620	<b>83,140</b>	77,620	80,840	\$0	(2,300)
01-12-61-8801 Workers Comp	95,460	<b>144,500</b>	95,460	149,600	\$0	5,100
<b>PW PARKS &amp; OPEN SPACE</b>						
01-22-61-9008 Cont Svc- Custodial Parks	1,900	<b>2,000</b>	\$1,900	<b>7,000</b>	\$0	5,000
<b>BUILDINGS</b>						
01-25-61-9007 Cont Svc- Custodial PW	5,300	<b>6,000</b>	5,300	<b>16,000</b>	\$0	10,000
01-25-61-9008 Cont Svc- Custodial VH	25,000	<b>25,000</b>	25,000	<b>30,000</b>	\$0	5,000
<b>DEBT &amp; TRANSFERS</b>						
01-26-96-5100 Transfer Out- General Cap	2,400,000	<b>500,000</b>	2,272,326	<b>825,646</b>	\$127,674	325,646
01-26-97-0700 Transfer Out- WS Imp: Cap Proj	\$900,000	\$1,197,150	\$900,000	\$1,011,945	\$0	(185,205)
<b>FUND 02 - WATER SEWER OPERATIONS FUND</b>						
<b>REVENUE</b>						
02-00-75-4180 Water User Fees	\$2,260,000	\$2,375,000	\$2,260,000	\$2,857,000	\$0	482,000
<b>W&amp;S ADMINISTRATION</b>						
02-01-61-8800 Property/Liability Ins	\$40,600	\$37,100	\$40,600	\$36,070	\$0	(1,030)
02-01-61-8801 Workers Comp	\$42,600	\$15,300	\$42,600	\$15,840	\$0	540
<b>TRANSFERS</b>						
02-01-96-0700 Transfer Out- WS Improv	407,790	<b>590,000</b>	407,790	<b>801,095</b>	\$0	211,095
<b>W&amp;S OPERATIONS</b>						
02-02-61-9500 Water Purchase	1,295,000	<b>1,285,000</b>	1,295,000	<b>1,530,200</b>	\$0	245,200
<b>FUND 05 - POLICE PENSION FUND</b>						
<b>FUND 07 - WATER SEWER IMPROVEMENT FUND</b>						
<b>TRANSFER IN</b>						
07-00-98-0126 Transfer In- General Fund	900,000	<b>1,197,150</b>	900,000	<b>1,011,945</b>	\$0	(185,205)
07-00-98-0200 Transfer In- WS Oper Fund	407,790	<b>590,000</b>	407,790	<b>801,095</b>	\$0	211,095
<b>FUND 11 - FRAUD ALCOHOL DRUG ENFORCEMENT FUND</b>						
11-05-96-5100 Transfer Out- Gen Cap	-	-	-	<b>43,500</b>	\$0	43,500
<b>FUND 12 - VEHICLE MAINTENANCE FUND</b>						
12-01-61-8800 Property/Liability Ins	7,170	<b>7,670</b>	7,170	7,460	\$0	(210)
12-01-61-8801 Workers Comp	8,880	<b>10,200</b>	8,880	10,560	\$0	360
<b>FUND 17 - E911 FUND</b>						
<b>FUND 18 - PARK DEVELOPMENT FUND</b>						
<b>FUND 51 - GENERAL CAPITAL FUND</b>						
<b>TRANSFERS IN</b>						
51-00-98-0100 Transfer In- General Fund	2,400,000	<b>500,000</b>	2,272,326	<b>825,646</b>	\$127,674	325,646
51-00-98-1100 Transfer In- Fraud Alcohol Drug Fund	-	-	-	<b>43,500</b>	\$0	43,500
<b>TRANSFERS OUT</b>						
51-00-98-1100 Transfer In- Fraud Alcohol Drug Fund	-	-	-	<b>43,500</b>	\$0	43,500
<b>EQUIPMENT</b>						
51-05-80-3008 Equip- Veh Retrofits	30,000	<b>40,500</b>	30,000	<b>54,000</b>	\$0	13,500
<b>VEHICLES</b>						
51-05-80-7001 veh- Police	90,000	<b>60,000</b>	90,000	<b>105,000</b>	\$0	45,000

**VILLAGE OF LINCOLNSHIRE  
ENTITY WIDE SUMMARY**

Remove duplicated expenditures and transfer out

				Est 2018 vs	Budget 2019	Budget 2019	
				Budget 2018	vs Est 2018	vs Budget 2018	
				over / (under)	over / (under)	increase / (decrease)	
<b>GENERAL FUND</b>							
01-01 Administration		302,990	291,300	337,520	-3.86%	15.87%	11.40%
01-02 Finance		331,285	327,810	340,290	-1.05%	3.81%	2.72%
01-05 Police		4,332,435	4,014,010	4,181,210	-7.35%	4.17%	-2.69%
01-05-98-1200	Transfer Out- VMF	(35,700)	-	-			
01-08 Community & Economic Dev.		1,052,920	984,160	1,017,020	-6.53%	3.34%	-3.43%
01-08-98-1200	Transfer Out- VMF	(4,800)	(3,270)	(4,820)			
01-12 Insurance & Common		1,539,625	1,295,890	1,631,220	-15.83%	25.88%	5.95%
01-20 PW: Administration		254,407	264,830	255,170	4.10%	-3.65%	0.30%
01-21 PW: Streets		1,274,375	1,220,840	1,244,790	-4.20%	1.96%	-2.75%
01-21-98-1200	Transfer Out- VMF	(143,000)	(98,040)	(144,510)			
01-22 PW: Parks & Open Spaces		1,391,085	1,303,160	1,345,730	-6.32%	3.27%	-6.41%
01-22-98-1200	Transfer Out- VMF	(75,160)	(110,790)	(114,114)			
01-25 Buildings & Grounds		131,300	116,024	147,120	-11.63%	26.80%	12.49%
01-25-98-1200	Transfer Out- VMF	(4,800)	(3,270)	(4,820)			
01-26 Debt & Transfers		1,700,000	3,172,326	1,837,591	86.61%	-42.07%	
01-26-98-0700	Transfer Out- WS Improv: Debt						
01-26-98-5100	Transfer Out- General Cap	(800,000)	(2,272,326)	(825,646)			
01-26-99-0700	Transfer Out- WS Imp: Cap Proj	(900,000)	(900,000)	(1,011,945)			
<b>TOTAL GENERAL FUND</b>		<b>\$ 10,346,962</b>	<b>\$ 9,602,654</b>	<b>\$ 10,231,806</b>	<b>-7.19%</b>	<b>6.55%</b>	<b>-1.11%</b>
<b>CAPITAL PROJECT FUNDS</b>							
51-xx General Capital		1,980,320	1,496,756	2,836,500			
<b>TOTAL CAPITAL PROJECT FUNDS</b>		<b>\$ 1,980,320</b>	<b>\$ 1,496,756</b>	<b>\$ 2,836,500</b>	<b>-24.42%</b>	<b>89.51%</b>	<b>43.23%</b>
<b>ENTERPRISE FUNDS</b>							
02-01 Water & Sewer Administration		908,680	910,910	1,285,930	0.25%	41.17%	-3.20%
02-01-98-0700	Transfer Out- WS Improvement Fund	(407,795)	(407,790)	(801,095)			
02-02 Public Works Operating		3,676,320	3,670,225	3,948,580	-0.17%	7.58%	7.49%
02-02-98-1200	Transfer Out- VMF	(47,700)	(32,680)	(48,170)			
07-01 Water & Sewer Improvements		2,007,000	1,949,339	2,474,000	-2.87%	26.91%	23.27%
<b>TOTAL ENTERPRISE FUNDS</b>		<b>\$ 6,136,505</b>	<b>\$ 6,090,004</b>	<b>\$ 6,859,245</b>	<b>-0.76%</b>	<b>12.63%</b>	<b>11.78%</b>
<b>NON-OPERATING FUNDS</b>							
03-01 Motor Fuel Tax		175,000	175,000	175,000	0.00%	0.00%	0.00%
11-05 Fraud Alcohol Drug Enforcement		60,630	-	64,710	-100.00%		6.73%
12-01 Vehicle Maintenance		481,860	481,860	481,860	0.00%	0.00%	0.00%
17-01 E-911		308,800	327,000	340,050	5.89%	3.99%	10.12%
18-01 Park Development Fund		860,000	621,850	991,000	-27.69%	59.36%	15.23%
<b>TOTAL NON-OPERATING FUNDS</b>		<b>\$ 1,886,290</b>	<b>\$ 1,605,710</b>	<b>\$ 2,052,620</b>			
<b>TRUST FUNDS</b>							
05-01 Police Pension Fund**		1,200,000	1,199,270	1,235,960	-0.06%	3.06%	3.00%
20-01 Sedgebrook SSA		1,180,200	1,170,000	1,185,070	-0.86%	1.29%	0.41%
<b>TOTAL TRUST FUNDS</b>		<b>\$ 2,380,200</b>	<b>\$ 2,369,270</b>	<b>\$ 2,421,030</b>			
<b>TOTALS</b>		<b>\$ 22,730,277</b>	<b>\$ 21,164,394</b>	<b>\$ 24,401,201</b>	<b>-6.89%</b>	<b>15.29%</b>	<b>7.35%</b>

**REQUEST FOR BOARD ACTION  
Regular Village Board  
December 10, 2018**

**Subject:** Professional Services Agreement for Fiscal Year 2019

**Action Requested:** Approval of Professional Services Agreements as Detailed in the Budget for Fiscal Year 2019 (Village of Lincolnshire)

**Originated By/Contact:** Brad Burke, Village Manager

**Referred To:** Village Board

**Summary / Background:**

As part of the annual budget consideration process, staff reviews all professional services agreements for the Village. A comprehensive list of all agreements for the coming fiscal year is included in the proposed Fiscal Year 2019 budget for review and is also attached. The proposed budget has been made available to the public for review on the Village's website and at the Vernon Area Public Library since early October. Expenses related to the coming year's agreements are reflected in the 2019 proposed budget which has been considered by the Village Board at the budget workshops held in October and November. This comprehensive list of agreements is annually approved along with approval of the budget for the coming year.

New professional services or agreements proposed throughout the year are brought to the Village Board for consideration in accordance with the Village's purchasing and procurement policies and procedures.

**Budget Impact:**

Varies by agreement and service provided.

**Service Delivery Impact:**

Varies.

**Recommendation:**

Approval of Professional Service Agreements for Fiscal Year 2019.

**Reports and Documents Attached:**

- List of Professional Service Agreements by Department.

<b>Meeting History</b>	
Special Committee of the Whole Budget Discussion & Workshops:	October 29, 2018 November 1, 2018
Committee of the Whole Meeting:	November 12, 2018
Regular Village Board Meeting:	December 10, 2018

Professional Service Agreements										
Dept/Service	Vendor #	Service Provider	Expense #	Last Proposal Received	Contract Expires	Ins Cert Required Y/N	Insurance Certificate Expires	% Change	Cost-2018	Cost-2019
<b>Administration</b>										
Meeting Videotaping/AV Services	M1195	Mike Meranda	01-12-61-4000	n/a	12/31/2016	No		3.0%	\$ 6,753	\$ 6,956
<b>Finance</b>										
Annual Audit	S1773	Sikich	**--61-4003	09/05/2015	6/30/2018	n/a	n/a	4.7%	\$ 32,500	\$ 33,475
<b>Police</b>										
Mobile Data Service	V1444	Verizon	01-05-61-5515	n/a	n/a	No	NA	0.0%	\$ 7,500	\$ 7,500
CAD/Records Management Support	V1622	Village of Vernon Hills	01-05-61-3005	n/a	9/1/2018	No	NA	3.9%	\$ 18,600	\$ 18,600
Evidence/Property BEAST Software Support	P1136	Porter Lee Corporation	01-05-61-3018	n/a	n/a	No	NA	0.0%	\$ 1,300	\$ 1,300
Starcom Airtime & Maintenance	M1310	Motorola Starcom	01-05-61-3021		n/a	No	NA	2.3%	\$ 19,032	\$ 19,474
Tornado Warning Siren Maintenance	B1540	Braniff Communications, Inc.	01-05-61-3030	n/a	2014	No	NA	6.8%	\$ 3,150	\$ 3,150
Prof Serv- Actuary (GASB 67 & 68)	F1420	Foster & Foster	01-05-61-4001		12/31/2017	No	NA	3.0%	\$ 2,575	\$ 2,652
Animal Impoundment	O1344	Orphans of the Storm	01-05-61-4002	n/a	n/a	No	NA	0.0%	\$ 1,500	\$ 1,500
Crime Lab	N1322	NE IL Regional Crime Lab	01-05-61-4006	n/a	n/a	No	NA	1.6%	\$ 13,100	\$ 13,300
Squad-Car Video Service	W1465	Watchguard	01-05-61-4008		3/1/2020	No	NA	61.0%	\$ 5,225	\$ 5,995
Prosecution Services	S1556	LaLuzerne & Smith	01-05-61-4013	n/a	n/a	No	NA	3.0%	\$ 43,260	\$ 44,558
Digital Forensics Lab	L0018	Lake County State's Attorney	01-05-61-4014	n/a	n/a	No	NA		\$ 1,500	\$ 1,500
Interview Room Starwitness Camera	S1945	Signalscape	01-05-61-4014	2017	n/a	No	NA			
T-1 data line LEADS	V1622	Village of Vernon Hills	01-05-61-4025	n/a	per IGA	No	NA		\$ 3,432	\$ 3,432
T-1 Line Lease Agreement	V1622	Village of Vernon Hills	01-05-61-4025	n/a	per IGA	No	NA	0.0%	\$ 7,300	\$ 7,300
Policy Management System		Lexipol	01-05-61-5506	2017		No	NA	2.0%	\$ 8,970	\$ 9,239
Building Surveillance Camera DVR System	I1601	Imperial Surveillance	01-12-80-3005	2016	n/a	No	NA		\$ 1,308	\$ 1,308
Dispatch Center Equipment Maintenance	V1622	Village of Vernon Hills	17-01-61-3023	n/a	9/1/2018	No	NA	3.0%	\$ 6,489	\$ 6,684
Dispatch Services	V1622	Village of Vernon Hills	17-01-61-4029	n/a	9/1/2018	No	NA	3.0%	\$ 315,695	\$ 325,166
<b>Community &amp; Economic Development</b>										
Branding	E7511	Erin Rice Design	01-08-63-9003	7/25/2018		No			varies-nc	
Building Inspections & Plan Review	B1056	B&F Technical Code Service	01-08-61-4161	2016	12/31/2016	Yes			varies-nc	varies-nc
Elevator Inspection	E2766	Elevator Insepction Service	01-08-61-0410	2016	12/31/2016	Yes			varies-nc	varies-nc
Fire Protection Plan Review	L0875	L-R Fire Protection District	01-08-61-4161	2016	12/31/2016	Yes			varies-nc	varies-nc
Structural Plan Review	W2605	Wiss, Janney, Elstner Associates	01-08-61-4164	2016	12/31/2016	Yes			varies-nc	varies-nc

Professional Service Agreements										
Dept/Service	Vendor #	Service Provider	Expense #	Last Proposal Received	Contract Expires	Ins Cert Required Y/N	Insurance Certificate Expires	% Change	Cost-2018	Cost-2019
<b>Insurance/Common Expenses</b>										
General Legal Services	A1354	Ancel Glink	***-61-4013	n/a				3.0%	\$ 82,400	\$ 84,872
Mesirow Service Fee	M1328	<u>Mesirow</u>	***-61-8800	9/1/2015	8/31/2019	No	NA	0.0%	\$ 15,000	\$ 15,450
Property / Liability Insurance	M1328	Allegiant Mesirow/Travelers	***-61-8800	12/31/2016	12/31/2017	No	NA	3.0%	\$ 95,481	\$ 98,345
Property / Liability Insurance - Public Officials Bonds	M1328	Allegiant Mesirow/Travelers	***-61-8800	12/31/2016	12/31/2017	No	NA	0.0%	\$ 1,400	\$ 1,442
Crime Coverage	M1328	Allegiant Mesirow/Travelers	***-61-8800	12/31/2018	12/31/2017	No	NA	0.0%	\$ 1,515	\$ 1,560
Commercial Coverage	M1328	Allegiant Mesirow/Travelers	***-61-8800	12/31/2016	12/31/2017	No	NA			
Terrorism Coverage	M1328	Allegiant Mesirow/Travelers	***-61-8800	12/31/2016	12/31/2017	No	NA			
Commerical Package	M1328	Allegiant Mesirow/Travelers	***-61-8800	12/31/2016	12/31/2017	No	NA			
Excess Liability	M1328	Allegiant Mesirow/Travelers	***-61-8800	12/31/2016	12/31/2017	No	NA			
Worker's Compensation Insurance	I1076	IPRF	***-61-8801	12/31/2016	12/31/2017	No	NA	5.6%	\$ 169,000	\$ 174,070
High Excess Liability Pool	H0267	HELP	***-61-8802	5/1/2017	4/30/2018	No	NA	0.0%	\$ 30,700	\$ 31,621
HELP - Beach Endorsement	H0267	HELP	***-61-8803	5/1/2017	4/30/2018	No	NA	0.0%	\$ 7,500	\$ 7,725
Cellular Phones	V1445	Verizon	***-61-1002	2011	n/a	No	NA	2.7%	\$ 30,790	\$ 31,630
Copier (color) Maintenance- Admin Coco	X0559	<u>Xerox- lease</u>	***-61-7001	2014	12/10/2018	No	NA	0.0%	\$ 2,150	\$ 2,650
Copier Maintenance- (high volume): Mimi	X0559	<u>Xerox- lease</u>	***-61-7001	2014	12/10/2018	No	NA	0.0%	\$ 4,060	\$ 4,560
Copier Maintenance- Front Desk: Nemo	X0559	<u>Xerox</u>	***-61-7000	2013		No	NA	0.7%	\$ 735	\$ 735
Copier Maintenance- Police (WC5335)	X0559	<u>Xerox</u>	***-61-7000	2013		No	NA	0.0%	\$ 1,020	\$ 1,020
IT Consulting Services	I1300	InterDev LLC	***-61-9029	2014	2017	Yes		3.0%	\$ 66,873	\$ 68,879
Building Software & Maintenance	F1265	Franklin Info systems	***-61-5507		2014					
Emergency Notification System	B1007	<u>Blackboard Connect</u>	***-61-9114	2007	annual			-2.9%	\$ 6,600	\$ 6,798
FLEX Benefits Program Administration	P1141	PBA Inc- Professional Benefit Admin	06-00-61-4004	5/1/2014				0.0%	\$ 2,900	\$ 2,900
Newsletter Printing	C0115	CL Graphics	***-61-2006	2003				3.0%	\$ 13,675	\$ 14,085
Pay Phones-Vhall		IBS	***-61-1004	2016				-100.0%	\$ -	\$ -
Payroll Processing	P1140	Paylocity	01-12-61-9130	1/1/2013	auto-renew			3.0%	\$ 8,851	\$ 9,117
Postage Meter Maintenance	P0444	Pitney Bowes	01-12-61-3501	n/a	n/a	n/a	NA	3.0%	\$ 1,639	\$ 1,688
Internet for Village Hall, PWF, and 101 Westminister	C0478	Comcast	***-61-5503		2016			3.0%	\$ 5,117	\$ 5,270
T-1 Line: Village Hall to PWF	C0478	First Communications	***-61-5503	2010				3.0%	\$ 3,543	\$ 3,650
Telecommunications Services	C1012	Call One	***-61-1000	2010				3.0%	\$ 19,160	\$ 19,730
VHall/PWF Telephone Maintenance		<u>Advanced Telecommunications</u>	***-61-1010	2017	2018			0.8%	\$ 2,000	\$ 2,000
Website Maintenance	B2781	Basecamp Web Solutions	***-61-9118	2010				0.0%	\$ 2,000	\$ 2,000
BS&A Software Support	B2782	<u>BS&amp;A</u>	***-61-5507	2015	Annual	No	NA	0.0%	\$ 13,290	\$ 13,290

Professional Service Agreements										
Dept/Service	Vendor #	Service Provider	Expense #	Last Proposal Received	Contract Expires	Ins Cert Required Y/N	Insurance Certificate Expires	% Change	Cost-2018	Cost-2019
<b>Public Works</b>										
Aquatic Plant Management	C1534	Clarke Aquatic Services	01-25-61-9051	2018	auto-renew	Yes	11/1/2017	3.0%	\$ 8,211	\$ 8,457
Car Wash Services	P1449	Peacock Mobil	12-01-61-9005	2018	annual	Yes	11/1/2017	3.0%	\$ 3,300	\$ 3,399
Civil Engineering Services	G1107	<u>Gewalt Hamilton Associates</u>	01-20-61-4018	2015	annual	Yes	9/10/2017	3.0%	\$ 5,628	\$ 5,796
Custodial Service - VH, PW, Spring Lk Park	B2712	To Be Bid-4th Qtr.2018	multit-accts	2015	2018	Yes	7/25/2018	3.0%	\$ 26,537	\$ 27,333
Des Plaines River Gauge	L1127	Lake County SMC	01-20-61-9000	2014	IGA	No	NA	3.0%	\$ 3,528	\$ 3,634
Elevator Maintenance - Village Hall	O0010	Otis Elevator Company	01-25-61-9023	2017	auto-renew	Yes	4/1/2018	3.0%	\$ 1,854	\$ 1,910
Emerald Ash Borer Treatment	T1137	Trees "R" Us	01-22-61-9081	2018	2021	Yes	11/15/2018	0.9%	NA	
Fire Alarm Testing	S1055	SimplexGrinnell	01-25-61-9019	2009	auto-renew	Yes	3/31/2018	3.0%	\$ 3,872	\$ 3,988
Fire Extinguisher Maintenance	C1432	Cintas	01-25-61-9019	2009	auto-renew	Yes	7/1/2018	3.0%	\$ 563	\$ 580
Fire Protection Transmitters	I2013	Inner Security Systems	01-25-61-9019	2012	auto-renew	No	7/1/2017	3.0%	\$ 4,322	\$ 4,452
Fire Sprinkler System Maintenance	V1125	To Be Bid-4th Qtr.2018	2016	2018	Yes	7/1/2019	0.0%	\$ 450	\$ 464	
Fireworks Display	J1725	Johnny Rockets	01-22-61-9215	2016	2020	Yes	10/29/2018	3.0%	\$ 22,510	\$ 23,185
Floor Mat Cleaning-Vhall & PWF	D1442	Dustcatcher and A-Logo Mat	01-25-61-9047	2014	annual	No	11/30/2017	3.0%	\$ 1,535	\$ 1,581
Generator Maintenance - Village Hall & Utilities	P1409	Steiner Power	02-02-61-9101	2016	M.P.I.	Yes	7/11/1905	3.2%	\$ 7,700	\$ 7,931
Geographic Information Services	M1350	<u>Municipal GIS Partners</u>	XX-XX-61-9022	2015	annual	Yes	4/1/2018	14.3%	\$ 72,600	\$ 67,135
GIS Software	E1844	ESRI	XX-XX-61-9022	2016	annual	No	N/A	3.3%	\$ 1,708	\$ 2,750
Tree Pruning		Nels J. Johnson	01-22-61-9056	2018	2021	Yes	N/A	0.9%	N/A	hourly
Hazardous Tree Removal	R0013	<u>Robt Kinnucan Tree Experts</u>	01-22-61-9089	2017	2020	Yes	1/1/2020	3.0%	\$ 109,273	\$ 112,551
HVAC Maintenance - Village Hall & Public Works Facility	H1631	To Be Bid-4th Qtr.2018	01-25-61-9023	2015	2018	Yes	12/31/2016	0.0%	\$ 18,677	\$ 19,237
Natural Areas Maintenance	T1285	Native Restoration Services	01-22-61-9080	2018	2020	Yes	1/10/2019	0.0%	\$ 50,000	\$ 51,500
Prescribed Burning Services	T1402	TGF Forestry and Fire	01-22-61-9080	2018	2020	No	N/A	0.0%	\$ 50,000	\$ 50,000
Irrigation Systems Maintenance	M1277	Mullermist	01-22-61-9041	2016	2019	Yes	4/15/2018	0.0%	\$ 6,255	\$ 6,255
Landscape Maintenance & Parks Mowing	G1467	<u>Green Acres Landscaping, Inc.</u>	multi-accts	2017	2020	Yes	12/1/2017	3.0%	\$ 165,809	\$ 170,784
Large Water Meter Testing	H1033	HBK	02-02-61-9030	2016	annual	No	11/12/2018	3.0%	\$ 3,489	\$ 3,594
Lift Station Preventative Maintenance (Londonderry)	X1195	Xylem TotalCare	02-02-61-9103	2018	annual	No	N/A	3.0%	\$ 1,306	\$ 1,345
Leaf Disposal	R1621	KLF Enterprises	01-21-61-9006	2016	2019	No	12/31/2019	15.0%	\$ 40,618	\$ 42,384
Meter Read Center and Trimble Maintenance	M1075	Midwest Meters	02-02-61-9110	2014	annual	No	N/A	#VALUE!	N/A	#VALUE!
Mosquito Management	C0176	Clarke Environmental	01-21-61-9036	2012	auto-renew	Yes	11/1/2017	3.0%	\$ 75,976	\$ 78,256
North Park Lighting Controls	M1029	MUSCO Lighting	01-22-61-9073	2013	annual	No	N/A	65.3%	\$ 3,512	\$ 3,617
Overhead Door Maintenance	D0634	Door Systems, Inc.	01-25-61-9047	2014	2019	Yes	12/31/2019	3.0%	\$ 2,550	\$ 2,627
Payment Processing Services (Lockbox)	F1150	First Midwest Bank	02-01-61-9001	2017	auto-renew	No	N/A	#DIV/0!	\$ 6,000	\$ 6,200
Pest Control Services	S1644	To Be Bid-4th Qtr.2018	01-22-61-9082	2016	2018	Yes	3/1/2018	3.0%	\$ 3,751	\$ 3,864
Rock Salt		<u>Morton Salt</u>	01-21-62-4002	3/1/2017				-100.0%		
SCADA System Maintenance (Software & Service)	B0145	Baxter Woodman	02-02-61-9106	N/A	annual	No	1/1/2018	21.0%	\$ 4,485	\$ 4,619
Tree Acquisition and Planting	S1074	St. Aubin Nursery & Landscaping	01-22-61-9088	2017	2020	Yes	11/22/2016	1.1%	\$ 54,636	\$ 56,275
Turf Fertilizer/Weed Management	T1137	TruGreen	01-22-61-9017	2017	2019	Yes	1/1/2018	3.0%	\$ 5,706	\$ 5,878
Uniform Rental and Cleaning	L2075	To Be Bid-4th Qtr.2018	multit-accts	2015	2018	Yes	12/31/2018	5.9%	\$ 4,218	\$ 4,345
Valve Maintenance (Reservoirs)	R2179	RMS Utility Services	02-02-61-9108	2016	annual	No	12/28/2018	3.0%	\$ 4,052	\$ 4,173
Valve Turning Program	S1477	ME Simpson	02-02-61-9117	2016	annual	Yes	12/23/2017	0.0%	\$ 12,502	\$ 12,877
Vehicle Maintenance Software	D1057	Motor All Data	12-01-63-4000	2013	annual	No	NA	0.0%	\$ 1,500	\$ 1,545
Vehicle Maintenance Software	S1732	Snap-On	12-01-63-4000	2015	annual	No	NA	3.0%	\$ 1,183	\$ 1,219
Wastehauler/Leaf Pick-Up Services	No cost	Waste Management	Franchise Services	2016	2021	Yes	7/1/2018	#DIV/0!		
<b>SSA Sedgebrook</b>										
Valve Maintenance (Reservoirs)	R2179	<u>RMS Utility Services</u>	02-02-61-9108	2016	annual	No	12/28/2018	3.0%	\$ 4,052	\$ 4,173
Valve Turning Program	S1477	<u>ME Simpson</u>	02-02-61-9117	2016	annual	Yes	12/23/2017	3.0%	\$ 12,561	\$ 12,937
Vehicle Maintenance Software	D1057	Motor All Data	12-01-63-4000	2015	annual	No	NA	3.0%	\$ 2,814	\$ 2,898
Vehicle Maintenance Software	S1732	<u>Snap-On</u>	12-01-63-4000	2015	annual	No	NA	3.0%	\$ 3,596	\$ 3,704
Wastehauler/Leaf Pick-Up Services	No cost	<u>Waste Management</u>	Franchise Services	2016	2021	Yes	7/1/2018	#DIV/0!		

Professional Service Agreements										
Dept/Service	Vendor #	Service Provider	Expense #	Last Proposal Received	Contract Expires	Ins Cert Required Y/N	Insurance Certificate Expires	% Change	Cost-2018	Cost-2019
<b>SSA Sedgebrook</b>										
Paying Agent Fees	U1133	US Bank	20-01-61-4000	9/27/2004	no term	No	NA	0.0%	\$ 475	\$ 489
Administrative Charges	M1420	Municap	20-01-61-4000	9/27/2004	no term	No	NA	0.0%	\$ 5,500	\$ 9,000

**REQUEST FOR BOARD ACTION  
Regular Village Board  
December 10, 2018**

**Subject:** Resolution to Enroll in the Municipal Insurance Cooperative Agency

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**Action Requested:** Approval of a Resolution to Enroll in the Municipal Insurance Cooperative Agency (MICA) for Property and Liability Insurance Coverage for the Period of January 1, 2019 to April 30, 2019 in the Amount of \$41,455 (Village of Lincolnshire)

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**Originated By/Contact:** Brad Burke, Village Manager  
Ben Gilbertson, Assistant Village Manager/Community & Economic Development Director  
Michael Peterson, Finance Director

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**Referred To:** Village Board

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**Summary / Background**

At the November 26, 2018 Committee of the Whole (COW) meeting, Village staff presented several items related to property and liability insurance as well as workers compensation insurance. Staff recommended securing workers compensation coverage through the Village's existing provider, Illinois Public Risk Fund, in the amount of \$144,794 for 2019. Staff also recommended securing property and liability insurance by joining and enrolling the Municipal Insurance Cooperative Agency (MICA) in the amount of \$124,365 annually. MICA utilizes a May 1 – April 30 coverage period. To accommodate Lincolnshire's request to participate, MICA agrees to provide coverage from January 1, 2019 – April 30, 2019 in the prorated amount of \$41,455, and \$124,365 from May 1, 2019 – April 30, 2020.

At the November 26, 2018 COW meeting, staff noted the Village Board (Board) must approve a resolution authorizing the Village to join MICA and execute the required Contract and By-Laws. At the time this item was presented to the Board, MICA representatives were preparing the resolution for the Board's consideration. A copy of the resolution as well as a copy of the contract and by-laws is attached.

Should the Board approve the Village's participation in MICA, the Village commits to being a member of the pool for at least three years, per the current contract and by-laws. After this three-year period, the Village may choose to withdraw from the MICA pool by giving at least a 120-day notice. However, recent changes to state law governing municipal insurance pool may reduce minimum term and notification timeframes. Any such change would ultimately be reflected in an amended version of the contract and by-laws.

**Budget Impact:**

The fiscal year 2019 (FY19) Budget includes \$300,370 for Workers Compensation and Property and Liability Insurance. The total annual quote for the Workers Compensation and Property and Liability coverage is \$269,159, which is \$31,211 (10.4%) below the FY19 budget.

**Recommendation:**

Approval of a Resolution to enroll in the Municipal Insurance Cooperative Agency for property and liability insurance coverage.

**Reports and Documents Attached:**

- Resolution authorizing the Village's participation in MICA.
- Copy of the MICA Contract and By-Laws.

<b>Meeting History</b>	
Committee of Whole Meeting:	November 26, 2018
Regular Village Board Meeting:	December 10, 2018

**VILLAGE OF LINCOLNSHIRE  
RESOLUTION NO. 788**

**A RESOLUTION AUTHORIZING MEMBERSHIP IN THE  
MUNICIPAL INSURANCE COOPERATIVE AGENCY**

**WHEREAS**, the Village Board of the Village of Lincolnshire (“Village”) have determined it to be appropriate and beneficial to become a member of Municipal Insurance Cooperative Agency (MICA), an intergovernmental self-insurance cooperative organized pursuant to Section 10 of Article VII of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., which authorize units of local government to enter into intergovernmental agreements to jointly provide areas of coverage/protection for liability or loss and authorize each public agency member of the Agreement to utilize its funds to protect, wholly or partially, any public entity member of the Agreement against liability or loss in the designated insurance/protection areas; and

**WHEREAS**, there is a benefit to offer comprehensive cooperative self-insurance, insurance and insurance-like coverages and risk-management services for members of MICA; and

**WHEREAS**, the stated purposes, organizational structure, and other governance provisions contained within the Contract and By-Laws document, which has been submitted to this Village Board for adoption, represents the position shared by this Village Board; and

**WHEREAS**, the Village Board of the Village of Lincolnshire find it is in the best interests of the Village to become a member of MICA under the submitted Contract and By-Laws.

**NOW, THEREFORE IT BE RESOLVED** by the Village of Lincolnshire as follows:

**SECTION 1.** The above-stated preambles are hereby incorporated as though fully set forth herein.

**SECTION 2.** The Mayor and Village Clerk are hereby authorized to execute the Contract and By-Laws to accept membership into the MICA pool under the terms and conditions of this Resolution and the MICA Contract and By-Laws.

**SECTION 3.** The powers of the MICA pool, unless the Contract and By-Laws be amended under its terms, shall be limited to those contained within said Contract and By-Laws.

**SECTION 4.** The obligations of the Village to participate in the MICA operations and programs shall be in accordance with the MICA Contract and By-Laws and any amendments thereto adopted as provided for therein.

**SECTION 5.** Except to the extent of the financial contributions to the MICA pool set forth in the Contract and By-Laws, no member of the pool, including the Village, by authorizing the execution of the Contract and By-Laws, acknowledges or accepts any responsibility in any way for claims due to any type of liability or loss made against any other MICA member.

**SECTION 6.** The Village's membership in MICA and the acceptance of all programs and coverages provided by MICA to its members shall become effective at 12:01 a.m. on January 1, 2019, except for coverage for workers compensation claims or liability. The Village Board hereby acknowledges and authorizes its Village Manager to, at some date after January 1, 2019, but no later than 12:01 am on January 1, 2020 and thereafter, place and accept all coverage for workers compensation coverage/protection within and under the MICA program to the exclusion of any other insurance provider or insurance carrier.

**SECTION 7.** That Michael R. Peterson, is appointed to be the Village's representative on the MICA Board of Directors, and that Bradly J. Burke is appointed to be the Village's alternate representative, both appointments as provided for in the MICA By-Laws.

**SECTION 8.** This Resolution shall be in full force and effect immediately upon its passage.

**PASSED** this 10th day of December, 2018.

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 10th day of December, 2018.

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Elizabeth J. Brandt  
Mayor

**ATTEST:**

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Barbara Mastandrea  
Village Clerk

**A RESOLUTION AUTHORIZING THE EXTENSION  
OF THE TERM OF THE MICA POOL FOR TWELVE (12) YEARS**

WHEREAS, the Municipal (SELF) Insurance Cooperative Agency's ("MICA") has been in existence for many years, and has provided protected comprehensive collective self-insurance for the governmental entities which have been Members of MICA; and

WHEREAS, in 2002 the MICA Board authorized the extension of the Pool's existence for a period of twelve (12) years commencing at 12:01 a.m. on May 1, 2002 to run thru April 30, 2014; and

WHEREAS, Article IV of the MICA By-Laws allows the term of the Pool to be extended for an additional twelve-year terms upon a two-thirds affirmative vote of the entire Board of Directors; and

WHEREAS, the passage of this Resolution does not in any way restrict the ability of any governmental body to withdraw from the Pool after giving the notice as is then provided in the MICA Contract and By-laws document; and

WHEREAS, it is the intent and desire of MICA Board of Directors to take the affirmative action necessary to authorize the extension of the term of MICA.

NOW, THEREFORE BE IT RESOLVED BY THE MICA Board of Directors, as follows:

SECTION 1: That the above-stated Whereas clauses are hereby adopted and incorporated into this Resolution as though fully set forth herein.

SECTION 2: Unless terminated at an earlier point by action of its Board of Directors, the MICA Pool shall continue in existence, under the terms of its Contract and By-Laws Agreement, from May 1, 2014, at 12:01 a.m. until April 30, 2026 at 12:00 midnight. The approval by of the continuing existence of the Pool does not affect the ability of any member to withdraw from the

Pool upon the furnishing of such notice as shall be provided for from time-to-time within the Contract and By-Laws of the MICA Pool. Upon withdrawal, a Member remains obligated for its contractual obligations during the period of its membership.

SECTION 3: The Contract and By-Laws of the MICA Pool shall continue to constitute an intergovernmental agreement among its Members, and may be amended from time-to-time in accordance with that document.

SECTION 5: This Resolution shall be in full force and effect immediately upon its passage.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

AYES:

NAYS:

ABSENT:

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MICA Chair

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Clerk

**COMPREHENSIVE AMENDMENT TO THE  
CONTRACT AND BY-LAWS  
OF THE  
MUNICIPAL (SELF) INSURANCE COOPERATIVE AGENCY (MICA)**

## TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND PURPOSE.....	2
ARTICLE II. POWERS AND DUTIES.....	6
ARTICLE III. PARTICIPATION AND TERM.....	7
ARTICLE IV. TERM.....	10
ARTICLE V. BOARD OF DIRECTORS.....	11
ARTICLE VI. MEETINGS OF THE BOARD OF DIRECTORS.....	19
ARTICLE VII. OTHER AGENCY OFFICERS.....	20
ARTICLE VIII. FINANCES AND AGENCY RISK MANAGEMENT.....	21
ARTICLE IX. SCOPE OF LOSS PROTECTION.....	28
ARTICLE X. CONVENTIONAL INSURANCE.....	32
ARTICLE XI. OBLIGATIONS OF MEMBERS.....	33
ARTICLE XII. LIABILITY OF BOARD OF DIRECTORS OR OFFICERS.....	35
ARTICLE XIII. NO THIRD-PARTY BENEFICIARIES.....	36
ARTICLE XIV. OPTIONAL DEFENSE BY MEMBER.....	37
ARTICLE XV. CONTRACTUAL OBLIGATION.....	39
ARTICLE XVI. EXPULSION OF MEMBERS.....	41
ARTICLE XVII. TERMINATION OF THE AGENCY.....	43

**ARTICLE I. DEFINITIONS AND PURPOSE.****DEFINITIONS:**

As used in this agreement, the following terms shall have the meaning hereinafter set out:

**AGENCY** - The Municipal (Self) Insurance Cooperative Agency established pursuant to the Constitution and the statutes of this State and by this intergovernmental agreement.

**AGGREGATE INSURANCE** - Insurance purchased by the Agency from an insurance company approved by the Department of Insurance to write such coverage in Illinois providing certain coverage up to a contracted amount for otherwise uninsured losses to be borne by the Joint Risk Management Fund, which in any one year aggregate to a pre-set maximum amount of coverage.

**ANNUAL PAYMENTS** - The amount each Member must annually pay to fund the anticipated costs of the full operation of the Agency.

**CONVENTIONAL INSURANCE** - Insurance of any kind, including, but not limited to, Excess, Aggregate, Reinsurance and Directors and Officers liability insurance, purchased by the Agency from an insurance company approved by the Illinois Department of Insurance to write such coverage in Illinois providing various types of insurance which may be subject to deductible amounts.

**CORPORATE AUTHORITIES** - The governing body of a municipality or other governmental unit which is a Member of the Agency.

**EXCESS INSURANCE** - Insurance purchased by the Agency from an insurance company approved by the Department of Insurance to write such coverage in Illinois

providing certain coverage for losses over a pre-set amount up to a pre-set maximum amount of coverage.

**FLOATING SUPER FUND** - A fund of public monies, interest income and other funds available to the Agency established to pay claims and expenses of the Agency attributable to any year in which the Agency is in existence.

**JOINT RISK MANAGEMENT FUND** - A fund of public monies established by the Agency to administer and jointly self-insure certain risks within an agreed scope and to purchase conventional insurance and to pay other expenses within the scope of this Contract and By-Laws.

**JOINT SELF-INSURANCE** - A self-insurance program in which the Members agree to contribute annual and, where required, supplementary payments to support a risk management program and a joint risk management fund.

**MEMBERS** - The units of government or intergovernmental agencies which initially or later entered into the intergovernmental contract established by this intergovernmental agreement.

**REINSURANCE** - Insurance purchased by the Agency from an insurance company allowed to sell reinsurance to the Agency in which payments of certain amounts shall be to pay for claims under the Scope of Coverage offered by the Agency or some agreed coverage document.

**RISK MANAGEMENT** - A program attempting to reduce or limit casualty losses to the property of Members and injuries to persons or property caused by the operations of the Members. Where claims arise, the Agency shall cause the processing of such claims,

investigate their validity, settle or defend against such claims which the financial limits of the risk management agreement, tabulate such claims, costs and losses and carry out other assigned duties.

**SELF-INSURANCE** - The decision of the Agency not to purchase insurance coverage for risks below certain high limits; to seek all immunities provided by Illinois law for a non-insured government; to rely upon its financial capabilities to pay any property losses and third-party claims which are held valid and not barred by available immunities and to purchase some conventional insurance to protect against excess or aggregate losses.

**SUPPLEMENTARY PAYMENTS** - Members shall also be obligated as required, to make supplementary payments if the amount of the annual payments shall be insufficient to fund the operations of the Agency.

**PURPOSE:**

The MUNICIPAL (SELF) INSURANCE COOPERATIVE AGENCY is a cooperative agency voluntarily established by contracting municipalities and other units of government pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and 5 ILCS 220/6 of the Illinois Compiled Statutes for the purpose of seeking the prevention or reduction of casualty losses to governmental properties and injuries to persons or property which might result in claims being made against Member units.

It is the intent of the Members of the Agency to create an entity which will administer a Joint Risk Management Fund and utilize such funds contributed by the Members to defend and protect, in accordance with these By-Laws, any Member of the Agency against stated liability or loss. Such By-Laws shall constitute the substance of a contract among the Members.

All funds contained within the Joint Risk Management Fund are monies directly derived from its Members which are municipalities and other units of local government within the State of Illinois. It is the intent of the parties in entering into this agreement that, to the fullest extent possible, the scope of risk management undertaken by them through a joint governmental self-insurance program using governmental funds shall not waive, on behalf of any local public entity or public employees as defined in the Local Governmental and Governmental Employees Tort Immunity Act, any defenses or immunities therein provided.

**ARTICLE II. POWERS AND DUTIES.**

The powers of the Agency to perform and accomplish the purposes set forth above shall, within the budgetary limits and procedures set forth in these By-Laws, be the following:

- A. To employ agents, employees and independent contractors;
- B. To purchase or lease real property and to purchase or lease equipment, machinery, or personal property necessary for the carrying out of the purpose of the Agency;
- C. To sell or issue bonds or other financial instruments, either in its own name or through one of its Members to the fullest extent permissible under the law.
- D. To carry out educational and other programs relating to risk reductions;
- E. To cause the creation of, see to the collection of funds for, and administer a Joint Risk Management Fund and Floating Super Fund;
- F. To purchase conventional, excess, aggregate and reinsurance to supplement the Joint Risk Management Fund;
- G. To establish reasonable and necessary loss reduction and prevention procedures which shall be followed by the Members;
- H. To provide risk management services and the defense of, settlement and subrogation of claims;
- I. Solely within the budgetary limits established by the Members to carry out such other activities as authorized by the Board of Directors to be performed by the Agency, it's Executive Committee or any officer or agent.

**ARTICLE III. PARTICIPATION AND TERM.**

The Members of the Agency, at the date of the passage of this Comprehensive Amendment, shall be those entities, the names of which are listed on Appendix A.

So long as the Agency shall continue in existence, any new Member joining the Agency shall remain a Member for at least three (3) years. After a new Member's initial required term of membership in the Agency, any Member of the Agency may withdraw from the Agency at the end of a fiscal year of the Agency upon the giving of at least one (1) year's prior written notice. A MEMBER which gives notice of withdrawal and then wishes to rescind such notice within the twelve-month notice period may do so only upon approval of such action by the affirmative vote of two-thirds of the Executive Committee present at a regular or special meeting under terms established for readmission by the Executive Committee or Board of Directors. The Board may, at its sole discretion, choose to waive any portion of the on-year notice requirement it deems necessary in order to protect the best interests of the AGENCY. If a MEMBER withdraws from the AGENCY, it shall be entitled to coverage for the period of its membership to the same extent as other MEMBERS of the AGENCY, but it shall not continue to have a representative on the Board of Directions. The withdrawing MEMBER shall continue to be responsible for its share of the payment of all supplementary and other payments attributable to years during which it was a MEMBER of the AGENCY and other obligations of membership.

The notice of intent to withdraw shall be addressed to the Chairman of the Agency and shall be accompanied by a Resolution of the Board of the MEMBER electing to withdraw from the AGENCY. Such notice shall be addressed to the Chair of the Agency and shall be accompanied by a resolution of the Corporate Authorities of the Member electing to withdraw

from the Agency. A Member which withdraws from the Agency shall not be permitted to reapply for membership in the Agency for a period of two (2) years from the date on which the Member's resolution was served upon the Chair, unless such prohibition is waived by the Board of Directors upon a four/fifths vote of the entire membership of the Board. Furthermore, said Member must reapply through the normal application process, having once again met membership criteria for a new Member.

A Member which gives notice of withdrawal and then wishes to rescind such notice within the twelve-month notice period may do so only upon approval of such action by the affirmative vote of two-thirds of the Executive Committee present at a regular or special meeting under terms established for readmission by the Executive Committee or Board of Directors. The Board of Directors may, at its sole discretion, if requested by the withdrawing Member, choose to waive any portion of the one-year notice requirement it deems necessary in order to protect the best interests of the Agency. If a Member withdraws from the Agency, it shall be entitled to coverage for the period of its membership to the same extent as other Members of the Agency, but it shall not continue to have a representative on the Board of Directors. No Member which withdraws from the Agency shall receive a return of surplus funds or rebate(s) approved by the Board of Directors from any year for which said withdrawn Member was a Member of the Agency unless, for all years the withdrawn Member was a Member of the Agency, the withdrawn Member has had a positive cash balance when its total net losses (to be defined as completed payment, including defense costs, damages, any reasonable administrative and any other non-allocated costs incurred by the Agency for all claims known to have been incurred by the withdrawing Member in all years for which the withdrawing Member participated in the

Agency plus any reasonable reserve which the Executive Committee shall require to be established for any incurred but not reported claims during said years) for that withdrawn Member's claims for all years combined are compared to that withdrawn Member's total contributions to the Joint Risk Management Fund for those years. A withdrawing or withdrawn Member shall receive a distribution of surplus funds or rebate(s) approved by the Board of Directors when its total net losses for all years of its membership are less than its total loss fund contributions for said years. In no case shall a withdrawing or withdrawn Member receive a distribution of surplus funds or rebate(s) approved by the Board of Directors in excess of its final combined cash balance for all years while a Member of the Agency. The Board of Directors may, in its absolute discretion, withhold distribution of any surplus funds or rebates to any withdrawn Member until the Board of Directors is assured there is sufficient evidence to establish with reasonable certainty the withdrawn Member's total net losses. The withdrawing Member shall continue to be responsible for its share of the payment of all supplementary and other payments attributable to years during which it was a Member of the Agency and other obligations of membership.

The Board may establish and periodically review standards for the admission of new Members.

**ARTICLE IV. TERM.**

The Agency commenced its operations on May 1, 1984. The Members last authorized a twelve (12) year term to commence on May 1, 1996. This Comprehensive Amendment shall constitute a new intergovernmental agreement amongst and between the Members and, in its initial form and as it is validly amended, shall govern the relationship between the Agency and its Members during the entire existence of the Agency. As a new Agreement, the term of the Agency shall run thru and including \_\_\_\_\_, 2014. At the end of that twelve (12) year term, the term of the Agency may be extended for a multi-year term, as permitted by law, by a two-thirds (2/3) affirmative vote of the entire Board of Directors or, by majority action of the Board, it may continue in existence from year-to-year as an intergovernmental agreement.

**ARTICLE V. BOARD OF DIRECTORS.**

- A. There is hereby established a Board of Directors of the Agency. Each Member shall appoint one (1) person to serve as the authorized representative of that body on the Board of Directors along with another person to serve as an alternate representative when the authorized representative is unable to carry out his or her duties. The representative and alternate shall be appointed as other municipal officers are appointed by the Member. Once such appointments are made known to the Agency, the persons appointed shall remain in office until the Agency receives evidence of the appointment of other persons. The Agency shall be the judge of the proper appointment of authorized representatives and alternates to the Board of Directors and shall utilize, in case of a dispute, general principles of Illinois municipal law. The representative and alternate selected need not be elected officials of the Member.
- B. The Board of Directors shall, during the final quarter of each even numbered fiscal year, select from among the authorized representatives, a Chair and Vice Chair and Treasurer to serve during the subsequent two fiscal years. The Chair shall be the chief executive officer of the Agency. The Chair shall preside at all meetings of the Board and the Executive Committee at which the Chair is present. The Chair may request information from any officer of the Board or the Agency or any employee or independent contractor of the Agency. The Chair shall vote on all matters that come before the Board or Committees on which the Chair serves. The Chair shall be a non-voting ex-officio Member of all committees of

the Agency on which the Chair does not directly serve. The Chair shall have such other powers as are set forth in these By-Laws and such other powers as he may be given from time to time by action of the Board.

- C. The Vice Chair shall carry out all duties of the Chair of the Board during the absence or inability of the Chair to perform such duties and shall carry out such other functions as are assigned from time to time by the Chair or the Board of Directors.
- D. The Treasurer may not be a representative or alternate representative from the same Member as the Chair, the Vice-Chair or any person serving on the Executive Committee.
  - 1. The Treasurer shall:
    - a. Have charge and custody of and be responsible for all funds and securities of the Agency; receive and give all receipts for moneys due and payable to the Agency from any source whatsoever; deposit all such moneys in the name of the Agency in such banks, savings and loan associations or other depositories as shall be selected by the Board of Directors or Executive Committee; and, invest the funds of the Agency as are not immediately required in such securities as the Board of Directors shall specifically or generally select from time to time. Maintain the financial books and records of the Agency. Provided, however, that all investments of the Agency funds shall be made only in those securities which may be purchased by Illinois non-home rule municipalities under the provisions of the Illinois Compiled Statutes.
    - b. In general, perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors or the Executive Committee;
  - 3. The Agency shall purchase a bond in the minimum amount contained within the Joint Risk Management Fund from time to time to assure the

fidelity of the Chair and the Treasurer. Without amending these By-Laws, the Executive Committee may increase the amount of the bonds for the aforesaid officers and procure fidelity and other bonds for officers, directors, employees or independent contractors of the Agency.

4. The Board or Executive Committee may select a financial institution to carry out some or all of the functions which would otherwise be assigned to a Treasurer to assist the Treasurer.
- E. The Board of Directors may from time to time establish other officers of the Board who shall serve for such terms as are established by the Board and may elect a representative of the Board to serve in any of such offices. The Executive Committee shall fill any vacancies which may occur in any offices for the remainder of the respective term of said office.
- F. 1. Subject to the provisions of Section F(2) following, there shall be established an Executive Committee with five (5) members. The Executive Committee shall consist of the Chair, the Vice Chair and the Treasurer of the Agency. In addition, the Board of Directors, during the last quarter of each odd numbered fiscal year, shall elect from the representatives or the Board of Directors or Alternates, two (2) persons, each serving a two (2) year term as an "at large" Member of the Executive Committee. "At large" vacancies on the Executive Committee shall be filled by a qualified appointee by the vote of at least a majority of the remaining members of the Executive Committee for the remainder of the unexpired term of the person whose resignation or inability to

serve caused the vacancy. No more than one (1) member of the Executive Committee shall be a delegate or alternate of any single Member. The term of a member of the Executive Committee shall cease immediately upon the submission of a notice of withdrawal from the Agency by the Member for which he or she serves as a representative or alternate. Meetings of the Executive Committee may be called by the Chair or any two Executive Committee members. The Executive Committee may authorize and employ persons and hire independent contractors, approve expenditures, authorize the settlement of claims and suits, admit new Members into the Agency, and take such other actions as shall be delegated to it by the Board of Directors.

2. Effective October 1, 2011, the Executive Committee shall consist of seven (7) Members. There shall be added two (2) additional persons elected from the representatives of the Board of Directors or alternates, each serving a one-year term as "at large" Members on the Executive Committee. These Executive Committee Members shall serve in the same capacity and under the same conditions (except for the time of election) as is provided for in Section F(1) above. Beginning May 1, 2016, there shall be no further elections for additional "at large" Executive Committee Members. Thereafter, elections for the "at large" Executive Committee Member positions shall not take place until there are remaining only five (5) Members on the Executive Committee. Thereafter, the Executive Committee shall continue on with five (5) Members under the provisions and conditions set forth in Section F(1) above.

- G. The Board of Directors shall determine the general policy of the Agency which policy shall be followed by the officers, agents, employees and independent contractors employed by the Agency. Among other items, it shall have the responsibility for (1) Approval of amendments to the By-Laws, (2) Approval of the process for the acceptance of new Members; (3) Approval and amendment of the annual budget of the Agency, (4) Approval of reasonable and necessary loss reduction and prevention procedures which shall be followed by all Members, (5) Approval of annual and supplementary payments to the Joint Risk Management Fund and/or Floating Super Fund for each Member, (6) Approval of additional terms for the existence of the Agency, and (7) Resolution of disputes over the scope of Agency self-insurance coverage or over late notice of a claim provided by the Agency on an appeal from the decision of the Executive Committee, and (8) Selection of a claims administrator which may be given discretionary authority to settle claims within certain standards. The Board of Directors may establish such rules and regulations regarding the payout of funds from the Joint Risk Management Fund as shall from time to time seem appropriate.
- H. Each voting Member shall be entitled to one (1) vote on the Board of Directors. Such vote may be cast only by the authorized representative of the Member or, in the representative's absence, by an alternate selected by the Member in the same manner as specified for the selection of the authorized representative. No proxy votes or absentee votes shall be permitted. Voting shall be conducted by voice

vote unless one (1) or more Members of the Board of Directors shall request a roll call vote; provided, however, that

1. Any vote which requires a greater than majority vote for passage shall be by roll call vote, and
  2. In the event that an authorization of the expenditure of funds shall pass by a voice vote, any Member of the Board seeking to abstain or vote in the negative regarding such authorization and wishing that vote to be specifically recorded shall indicate such vote to the presiding officer. On any other vote taken by the Board, a Member voting in the minority position on a voice vote may also have that vote recorded in the Minutes by specifically indicating such vote to the presiding officer.
- I. The representative appointed by the Member may be removed at any time by that Member. In the event that a vacancy occurs in the representative or alternate representative, the Member shall appoint a successor. The failure of a Member to select a representative or the failure of that person to participate shall not affect the responsibilities or duties of a Member under this Contract.
- J. The Board of Directors and Executive Committee shall have the power to establish both standing and ad hoc committees. The Chair may also establish ad hoc committees which do not conflict with those established by the Board or Executive Committee. Unless the Board of Directors shall establish some other procedure, the selection of persons who shall serve on such committees and chair them shall reside with the Chair. The Board of Directors may assign to a committee the authority to authorize the expenditure of funds and to settle claims or suits brought against entities within the scope of coverage provided by the Agency.

- K. The Board of Directors and Executive Committee may establish rules governing their own conduct and procedures not inconsistent with the By-Laws.
- L. A quorum at a meeting of the Board of Directors or Executive Committee or any standing or ad hoc committee shall consist of a majority of the Board or Committee. Except as otherwise provided in these By-Laws, a simple majority of a quorum shall be sufficient to pass upon all matters.
- M. A greater vote than a majority of a quorum shall be required to approve the following matters:
1. Such matters as the Board of Directors shall establish within its rules as requiring for passage a vote greater than a majority of a quorum, provided, however, that such a rule can only be established by a greater than a majority vote at least equal to the greater than majority percentage within the proposed rule.
  2. The expulsion of a Member shall require the two-thirds (2/3) vote of the entire voting membership of the Board of Directors.
  3. Any amendment of these By-Laws except as provided in Subsection (4) below, shall require the two-thirds (2/3) vote of a quorum of the Board of Directors.
  4. The amendment of these By-Laws to cause a reduction or elimination in the scope of loss protection set out in Article IX to be furnished by the Agency derived from payments from the Members.
  5. The continuation in existence of the Agency after each approved fixed term shall require a vote as described in these By-Laws.
- N. No one serving on the Board of Directors shall receive any salary or other payment from the Agency and any salary, compensation, payment or expenses for such representative, shall be paid by each Member separate from this Contract. The Chair, Vice Chair, Treasurer and such other officers as may be selected from

time to time may submit to the Executive Committee for their approval reimbursement of the actual cost of expenses incurred on behalf of the Agency.

**ARTICLE VI. MEETINGS OF THE BOARD OF DIRECTORS.**

- A. Regular meetings of the Board of Directors shall be held at least two (2) times a year. The dates of regular meetings shall be on the third Thursday of March and the third Thursday in September of each year unless said date is changed by the Executive Committee with at least seven (7) days notice prior to the respective regularly scheduled meeting. Any item of business may be considered and voted on at a regular meeting. Special meetings of the Board of Directors may be called by its Chair, or by representatives of any three Members. The Chair or in the Chair's absence, the Vice Chair, shall give at least five (5) days written notice of regular or special meetings to the authorized and alternate representatives of each Member and an agenda specifying the subject of any special meeting shall accompany such notice. Business conducted at special meetings shall be limited to those items specified in the agenda.
- B. The time, date and location of regular and special meetings of the Board of Directors shall be determined by the Chair, or in the Chair's absence, by the Vice Chair or by the convenor(s) of a special meeting.
- C. To the extent not contrary to these By-Laws, and except as modified by the Board of Directors, Roberts Rules of Order, latest edition, shall govern all meetings of the Board of Directors. Minutes of all regular and special meetings of the Board of Directors shall be sent to all Members of the Board of Directors.

**ARTICLE VII. OTHER AGENCY OFFICERS.**

- A. Other Officers of the Agency (in addition to the Chair, Vice-Chair and Treasurer) shall consist of such other officers as are established from time to time by the Board of Directors. All Agency officers shall be selected by the Board of Directors unless authority to do so is assigned to the Executive Committee.

**ARTICLE VIII. FINANCES AND AGENCY RISK MANAGEMENT.**

- A. The fiscal year of the Agency shall commence on May 1, and end on April 30 of each year.
- B. The annual payments from the Members shall be in an amount sufficient to fund the administrative expenses of the Agency, the Joint Risk Management Fund, the purchase of Conventional Insurance, and other costs relating to the services and projects of the Agency. In determining the amount of the Annual Payment due from each Member, the Executive Committee may recommend and the Board of Directors may take into consideration some or all of the following factors:
  - 1. Population of the governmental body;
  - 2. Property values of the governmental body;
  - 3. Number of vehicles owned by the governmental body and the use made of the vehicles;
  - 4. The size and scope of the governmental programs of the Member;
  - 5. The payroll of the Member;
  - 6. The budget and revenue of the Member;
  - 7. The claims and loss experience of the Member;
  - 8. Such other factors as the Executive Committee and Board shall deem relevant.

The Annual Payments due shall be based, in whole or in part, upon an objective formula which may vary from year to year. This formula must be applied equally to all Members similarly situated.

It is the responsibility of each Member to provide the Agency with accurate information relating to the factors used in determining the amount of the annual payment due from each Member pursuant to this Section (B). In the event the Executive Committee determines that a Member has failed to report to the Agency accurate information relating to these factors, then the Executive Committee shall have the authority to impose the following remedies:

- i. To assess against the Member the amount which properly would have been charged as that Member's annual payment for all years for which improper information was provided by the Member. Interest at the maximum rate permitted by law shall be charged on all amounts equal to the proper sum which should have been charged as an annual payment less any payments actually made by the Member for all applicable years; and
- ii. In the event the Executive Committee determines that a Member has intentionally or with reckless disregard failed to report to the Agency accurate information relating to these factors, then, for each year for which improper information was so reported by the Member to the Agency, an amount equal to 25% of the difference between what should have been the Member's proper annual payment for that year and the actual payment charged to the Member. For example, if due to a Member's improper reporting it appears that a Member's annual payment should have been \$80,000.00, but rather was \$60,000.00, the Member would be charged, pursuant to this sub-paragraph, the sum of \$5,000.00, that being 25% of the difference between \$80,000.00 and \$60,000.00.

A Member accused of improper reporting pursuant to this paragraph, shall have the right to appeal any decision of the Agency to the full Board of Directors. The procedure to be used for such an appeal shall be the same as is provided for a Member who may be expelled from the Agency. Any decision of the Board of Directors is final.

The Board of Directors may grant debits or credits to Members with above or below average loss or claims records for a period of no more than five (5) years immediately preceding the fiscal year for which contributions are to be determined. The amount of such debits or credits may not vary more than 25% above or below the amount which the Member would pay if it were not to have been granted the debit or credit. When admitting a new Member, the Executive Committee may establish the rate and amount which the new Member shall pay for at least two years and may take into consideration, in setting such a rate, factors and formula other than those described above in this Article.

- C. Calls for Supplementary Payments may be made by the Board of Directors, providing, however, that such additional sums may be called for in a total amount attributable to any one year of not more than once again the regular Annual Payment for that year. The Board shall also make calls for Supplementary Payments from Members which have withdrawn or been expelled for years during which they were Members. The forwarding of such Annual and Supplementary Payments within a time specified in notices to the Members giving them not less than forty-five (45) days to make such payments, shall be of the essence of this contract. Supplementary Payments shall only be required by the Board of Directors in a situation in which there is a reasonable concern that the sum remaining from the Annual Payments will not be sufficient to meet the responsibilities of the Agency established in these By-Laws. Members shall be responsible for Supplementary Payments during the entire life of the Agency and

any later period when claims or expenses need be paid which are attributable to the year of membership when the event out of which the expense or claim occurred. Supplementary Payments may be called for in a number of individual requests provided that the total amount of the Supplementary Payments may not exceed the maximum amount permitted.

- D. The Board of Directors, at any time, may allocate a portion of the Joint Risk Management Fund for any year during which the Agency has been in existence, into a separate account to be known as the Floating Super Fund. The money in this account maybe utilized to pay claims and expenses of the Agency attributable to any year during which the Agency is in existence. In the creation of and with regard to payments to the Floating Super Fund, it is one of the desires of the Members to be able to consider purchasing less Conventional Insurance of any kind and to fund losses previously covered within the scope of such insurance from the Floating Super Fund. It is anticipated that claims for such losses will occur infrequently but will require significant amounts of money. Amounts of money sufficient to cover such claims can best be achieved through the accumulation of funds over a number of claims years. Any Member which leaves the Agency, in any way, shall not have any claim against the funds within the Floating Super Fund, except for the payment of claims during the years in which it was a Member of the Agency. Provided, however, that in the event that the Agency should terminate, any surplus amounts within the Floating Super Fund which are available after all claims and expenses of the Agency have been paid,

shall be returned to all of those Members which contributed to the Floating Super Fund in the proportion to which they made contributions to the Fund. Any new Member which joins the Agency shall be entitled to the use of the monies within the Floating Super Fund for claims which occurred during the period of its membership in the Agency, but any funds which it contributes to the Floating Super Fund shall also be available for claims which occurred during prior years.

- E. The Executive Committee may permit the Annual or Supplementary Payments to be paid on a monthly or quarterly basis. The amount of any Supplementary Payments required shall be based upon the same formula as was used in establishing the Annual Payment for that year.
- F. If, for any year during which the Agency was in existence, all claims known or unknown have either been paid or provision has been made for such payment, the Board of Directors as then constituted shall distribute surplus funds to the Members who constituted the membership of the Agency in that prior year, after first deducting therefrom reasonable administrative and other non-allocated costs incurred by the Agency in the processing of the claims in years other than the one in which the claim was made.
- G. If Conventional Insurance of any kind is purchased, and the insurance provider should fail to perform its contractual obligations, the Members shall be called upon to repay to the Agency, within a period of time of not less than sixty (60) days after notice, any amounts, then needed for reserves or to make payments, for the claim year in question, as had been previously distributed to them as refunds,

2/9/12

rebates or other repayment of surplus funds. The Executive Committee shall determine the extent to which the Floating Super Fund may be used to establish reserves or to pay some or all of such claims before a call for the return of some or all of the returned surplus funds for the claim year in question is made. Members shall also be obligated to make Supplementary Payments, up to the maximum allowed amount, for losses or claims which fall within the scope and amount of coverage which the Agency agreed to cover through Joint Self-Insurance rather than through levels of coverage which were to be paid from the proceeds of Conventional Insurance of any kind.

In all cases where the Agency has purchased Conventional Insurance of any kind, the Members shall look solely to the provider of the Conventional Insurance coverage for the payment of claims or losses within the scope of coverage of the policies purchased. Neither the Joint Risk Management Fund or Floating Super Fund, nor funds procured through Supplementary Payments, shall be used to pay claims or losses within the dollar amount and scope of coverage assumed by an insurance company which has sold Conventional Insurance of any kind to the Agency. Provided, however, that the Board of Directors may authorize the use of Agency funds to pay the costs of litigation of a Member against such Conventional Insurance provider which contends that a claim or loss has not been paid as contractually required by the Conventional Insurance company.

2/9/12

- H. A budget for the Agency shall be recommended to the Board of Directors by the Executive Committee for each fiscal year. That budget shall confirm and authorize the payment of any funds made earlier during that first fiscal year as well as such funds as are estimated to be required during the remainder of that fiscal year.

**ARTICLE IX. SCOPE OF LOSS PROTECTION.**

In the absence of a motion by the Board of Directors expanding or contracting the scope of loss protection furnished by the Agency, the Agency shall provide loss protection from its self-insured retention funds only to the extent that protection would be accorded within the terms of the Conventional Insurance held from time to time by the Agency for the benefit of its Members. The intent of this Contract and By-Laws shall be that except to the extent to which the scope of coverage provided by the Agency is specifically expanded by action of the Board of Directors, the Members herein do not intend to utilize the Joint Risk Management Fund or Floating Super Fund of the Agency to cover claims or losses where the conventional, excess, aggregate or reinsurance covers the claim or loss. Provided, however, that without limiting the generality thereof, except in the amount and to the extent paid for by the conventional, excess aggregate or re-insurance purchased by the Agency, the Agency shall not provide self-insurance pooled coverage in the following areas:

- A. Punitive or exemplary damages.
- B. Liability of individuals otherwise covered for acts committed outside the scope of their duties and powers.
- C. Those portions of causes of action seeking only non-monetary claims such as injunction, mandamus and declaratory relief.
- D. The payment of the attorneys' fees of opposing counsel or other court costs where a judgment providing no other monetary relief to the plaintiff is entered.

- E. Those portions of causes of action where the plaintiff seeks no damages but only the return of tax funds or any other fund alleged to have been paid or received by the Member in error or without authority in law.
- F. Those portions of causes of actions grounded solely in contract except for validly extended contractual obligations of Members to indemnify third-parties. For a contractual obligation of a Member to indemnify third parties to be validly extended, it must be approved by the Chair in writing through the issuance of a Certificate of Protection/ Insurance specifically naming the Member and the third party to whom a contractual obligation to indemnify is being extended. The Executive Committee may establish guidelines to be used by the Chair in determining whether to extend a contractual obligation to indemnify third parties.
- G. Those portions of causes of action seeking only back pay or retroactive salary increases based upon alleged discrimination.
- H. Those portions of causes of action alleging improper acts by officers of Members who serve as representatives of those Members on other intergovernmental agencies.
- I. Fire or casualty losses to property owned by the Member not listed upon the annual statement of values or property report furnished to the Agency.
- J. Those portions of causes of action alleging improper acts by police officers, whether sworn or unsworn, police departments or other officers of Members serving as law enforcement officers where said individuals or departments are not certified by the State of Illinois or other agency approved by the Executive

Committee to certify local police officers and local police departments, or have been found, previous to the cause of action arising, to not meet minimum State of Illinois requirements established for said police officers or departments. The minimum state requirements referred to in this exclusion shall be those requirements promulgated pursuant to the Illinois Police Training Act, 50 ILCS 705/1 et seq. or any related Illinois statute intended to regulate the training and/or certification of local police offices and local police departments, effective on the date the alleged cause of action accrues.

- K. Continuing damages for an action of a Member, where the Member has been requested to terminate the practice during litigation by the written request of the Executive Committee and refuses to do so within no more than 30 days thereafter.

The Chair, after having reviewed a claim forwarded to the Agency for coverage shall be permitted to decline to provide coverage for such claim if, in his opinion, the claim is not within the scope of coverage accorded by the Agency. The Chair may also agree to accept the claim and provide a defense but may reserve the right of the Agency to withdraw from the defense or to refuse to provide indemnification against the claim in the event that it is later determined that the claim is not properly within the scope of protection accorded by the Agency. Any decision by the Chair on coverage may be appealed, in writing, to the Executive Committee within thirty (30) days after the Chair has issued a written decision on coverage.

By entering into this Contract and By-Laws, each Member of the Agency agrees to be bound by a decision of the Executive Committee that a particular matter presented to the Agency for defense and indemnification is or is not within the scope of coverage provided by the

2/9/12

Agency. The decision of the Executive Committee shall be final in the absence of fraud or a gross abuse of its discretion.

**ARTICLE X. CONVENTIONAL INSURANCE.**

The Agency may purchase excess, aggregate insurance or reinsurance from a company approved by the Department of Insurance to write such coverage in Illinois in such amounts as shall be approved by the Board of Directors.

In addition to any excess insurance coverage established by the Agency, the Agency may purchase aggregate insurance or reinsurance such that in the event that the Agency should in any single year expend a maximum aggregate sum set from time to time by the Board of Directors for the payment of claims, aggregate insurance or reinsurance will pay additional claims above that amount to certain maximum annual amount. The Board of Directors shall determine the commencement level of the aggregate insurance or reinsurance and its limit based upon the current assets and risk history of the Agency.

In the event that a series of losses should deplete the amounts which could be raised from Annual and all callable Supplementary Payments, the excess insurance, the aggregate insurance and reinsurance for any one year and the funds of the Floating Super Fund have been entirely depleted, then the payment of such uncovered valid loss shall be the obligation of the individual Member or Members against which the claim was made and perfected by judgment or settlement. Unless otherwise provided for, the Agency shall make payments from the Joint Risk Management Fund and Floating Super Fund, and the excess insurance, reinsurance and aggregate insurance proceeds in the order in which the judgments against the Agency have been entered or settlements of claims have been reached.

**ARTICLE XI. OBLIGATIONS OF MEMBERS.**

The obligations of Members of the Agency shall be as follows:

- A. To budget for, where necessary to levy for and to promptly pay all Annual and Supplementary or other payments to the Agency at such times and in such amounts as shall be established by the Board of Directors within the scope of this agreement. Any delinquent payments shall have added to them an amount equal to the highest interest rate allowed by statute to be paid by an Illinois unit of local government.
- B. To appoint an authorized representative to serve on the Board of Directors and to appoint an alternate representative.
- C. To allow the Agency reasonable access to all facilities of the Member and all records including but not limited to financial records which relate to the purpose or powers of the Agency.
- D. To allow attorneys employed by the Agency to represent the Member in investigation, settlement discussions and all level of litigation including subrogation arising out of any claim made against the Member within the scope of loss protection furnished by the Agency.
- E. To furnish full cooperation with the Agency's attorneys, claims adjusters, and any agent, employee, officer or independent contractor of the Agency relating to the purpose and powers of the Agency.
- F. To follow in its operations all loss reduction and prevention procedures established by the Agency within its purpose and powers.

- G. To report to the Agency within the time limit specified the following items:
1. To report, within ten (10) days of receipt, a statutory notice of claim, a summons and complaint or other pleading before a court or agency for which coverage is sought.
  2. To report, within thirty (30) days of receipt, a written demand for monetary relief for which coverage is sought.
    - a. To report to the Agency at the earliest practicable moment any information of an occurrence received by the Member and from which the Member could reasonable conclude that coverage will be sought.

In the event that the items set forth above are not submitted to the Agency within the time periods set forth above, the Chair may, in whole or in part, decline to provide a defense to the Member or to extend the funds of the Agency for the payment of losses or damages incurred. In reaching its decision, the Chair shall consider whether and to what extent the Agency was prejudiced in its ability to investigate and defend the claim due to the failure of the Member to promptly furnish notice of the claim. Any Member may, within thirty (30) days after receiving such a decision of the Chair, request, in writing, that the Executive Committee take official action to affirm or reverse that decision. In the absence of fraud or a gross abuse of discretion, the decision of the Executive Committee shall be final.

**ARTICLE XII. LIABILITY OF BOARD OF DIRECTORS OR OFFICERS.**

The Members of the Board of Directors or officers of the Agency should use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties hereunder; they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care; nor for loss incurred through investment of Agency funds, or failure to invest. No Director shall be liable for any action taken or omitted by any other Director. No Director shall be required to give a bond or other security to guarantee the faithful performance of their duties hereunder. The Agency may purchase Conventional Insurance providing liability coverage for such Directors or officers. Where no such insurance has been purchased to provide liability coverage for such Directors or officers, or the amount of the Conventional Insurance purchased shall be inadequate to cover all claims, the Joint Risk Management Fund shall be utilized to defend and pay claims on behalf of such Directors or officers.

**ARTICLE XIII. NO THIRD-PARTY BENEFICIARIES.**

The scope of coverage of the Agency shall extend only to the Members and this intergovernmental agreement is not intended to, nor does it grant, any rights, including, but not limited to, the right to an interpretation of its provisions or benefits to any third parties. Any language in Conventional, Excess, Aggregate or Reinsurance policies expanding the scope of coverage to any third-parties extends to the Members only, and not to such third-parties.

**ARTICLE XIV. OPTIONAL DEFENSE BY MEMBER.**

Whenever the Agency proposes to settle any pending claim or suit where the amount of that proposed settlement shall exceed an amount established from time to time by the Executive Committee, the Member shall be given advance notice of that settlement. Such notice may be given by the establishment of a new reserve amount. The officers and employees of the Agency shall, however, endeavor to give specific oral or written notice to a Member of the exact amount of any proposed settlement in excess of the reserved amount at least fourteen (14) days prior to the date at which the Agency proposes to bind itself to pay such settlement amount. It is recognized by the Members that under some circumstances the Agency may not be able to give fourteen (14) days' prior oral or written notice of the proposed settlement. The officers, employees or independent contractors of the Agency shall attempt to give the Members as much notice of the settlement as is possible under the circumstances of each case.

In the event that a Member should disagree with the amount at which the Agency proposes to settle a case or claim, the authorized representative of the Member on the Board of Directors of the Agency, the alternative representative, or the Manager or other Chief Executive Officer of the Member may notify the Chair of the Agency in writing that the Member exercises its right to prevent the Agency from reaching a settlement at the agreed upon amount. In cases where such a written objection is received, the Agency will not settle the case without the consent of the Member. In the event that the Agency does not settle a case based upon the objection of a Member, the Agency shall continue to provide a defense to the defendants unless the Member should desire to itself undertake the defense. In the event that the case or claim is eventually resolved through a settlement or judgment in an amount less than the amount at which

2/9/12

the case could have been previously settled by the Agency then the Member which has undertaken the costs of its own defense shall be entitled to its additional actual costs, including attorneys' fees, up to the level at which its costs and the prior allocated costs of the Agency, including attorneys' fees, equal the amount at which the case could have been settled by the Agency. To the extent that the case or claim is resolved through settlement or judgment at an amount greater than that at which the case or claim could have been previously settled by the Agency, the Member shall be obligated to pay to the Agency, within thirty (30) days upon receipt of written notice, the amount that the sum of the settlement or judgment, plus all other allocated costs of the Agency, exceed the sum of money at which the case could have been earlier settled by the Agency. Such payments shall be unlimited in amount and the Agency shall not be required to advance the payment due from the Member. If at any time the amount of the allocated costs of the Agency devoted to the case shall equal or exceed the amount at which the case could have been settled, the Agency may require periodic payments from the Member if the Member wishes to have the Agency continue to provide the defense.

Allocated costs shall mean those costs which are allocated to individual cases under the bookkeeping and accounting system utilized by the Agency. The Agency may establish the amount at which it could have settled the case through a written settlement offer by the plaintiff, or through other competent evidence of the availability of the settlement at a particular sum.

To the extent that payment shall be made from an aggregate, excess or other insurance carrier, the provision of this Article shall prevail when not contrary to those insurance contracts.

**ARTICLE XV. CONTRACTUAL OBLIGATION.**

This document shall constitute a contract among those units of local government which become Members of the Agency. The obligations and responsibilities of the Members set forth herein including the obligation to take no action inconsistent with these By-Laws as originally written or validly amended shall remain a continuing obligation and responsibility of the Member. The terms of this Contract may be enforced in a court of law by the Agency or any Member. Should the Agency be required to enforce the terms of this Agreement against a Member in a court of law and the Agency be the prevailing party, the Member (or former Member) against which the claim is brought shall pay the Agency's costs and attorney's fees within sixty (60) days after the litigation is terminated.

The consideration for the duties herewith imposed upon the Members to take certain actions and to refrain from certain other actions shall be based upon the mutual promise and agreements of the Members set forth herein. This Contract and By-Laws may be executed in duplicate originals and its passage shall be evidenced by a certified copy of an ordinance or resolution passed by a majority of the Members. Provided, however, that except to the extent of the limited financial contributions to the Agency agreed to herein or such additional obligations as may come about through amendments to these By-Laws no Member agrees or contract herein to be held responsible for any claims in tort or contracts made against any other Member. The contracting parties intend in the creation of the Agency to establish an organization for joint risk management only within the scope herein set out and have not herein created as between Member and Member any relationship of surety, indemnification or responsibility for the debts of or claims against any Member.

2/9/12

**ARTICLE XVI. EXPULSION OF MEMBERS.**

By the vote of two-thirds (2/3) of the entire membership of the Board of Directors, any Member may be expelled. Such expulsion may be carried out for one or more of the following reasons:

- A. Failure to make any payments due to the Agency.
- B. Failure to undertake or continue loss reduction and prevention procedures adopted by the Agency.
- C. Failure to allow the Agency reasonable access to all facilities of the Member and to all records which relate to the purpose or powers of the Agency.
- D. Failure to furnish full cooperation with the Agency's attorneys, claims adjusters, and any agent, employee, officer or independent contractor of the Agency relating to the purpose and powers of the Agency.
- E. Failure to carry out any obligation of a Member which impairs the ability of the Agency to carry out its purpose or powers.

No Member may be expelled except after notice from the Chair of the alleged failure along with reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board before any decision is made as to whether the expulsion shall take place. The Board shall set the date for a hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. A decision by the Board to expel a Member after notice and hearing and a failure to cure the alleged defect shall be final unless the Board shall be found by a court to have committed a gross abuse of discretion. The Board of Directors may establish the date at which the expulsion of the Member shall be

2/9/12

effective at any time not less than thirty (30) days after the vote expelling the Member has been made by the Board of Directors except that the expulsion of a Member for reason A may be made effective immediately. If the motion to expel the Member made by the Board of Directors or a subsequent motion does not state the time at which the expulsion shall take place, such expulsion shall take place thirty (30) days after the date of the vote by the Board of Directors expelling the Member.

After expulsion, the former Member shall continue to be fully obligated for its portion of any claim against the assets of the Risk Management Agency which was created during the term of its Membership along with any other unfulfilled obligations as if it was still a Member of the Agency. The Agency shall continue to provide coverage for all claims which would have been covered prior to the expulsion except that it shall be excused from such coverage if the actions of the Member prevent the Agency from providing an adequate defense on its behalf. The expelled Member shall, after expulsion, no longer be entitled to participate or vote on the Board of Directors and shall not be entitled to any refund, rebate or other return of surplus funds which may be authorized by the Agency for any year for which the expelled entity was a Member of the Agency nor shall the expelled Member be entitled to the return of any funds declared by the Agency to be surplus from the Floating Super Fund.

**ARTICLE XVII. TERMINATION OF THE AGENCY.**

If, at the conclusion of any fixed term of the Agency, the Board of Directors does not vote to continue the existence of the Agency, or, if at any time the number of the Members of the Agency which will continue as Members into the next fiscal year shall be less than five (5), or at any time upon a 2/3rds vote of the entire Board of Directors at a regular or special meeting thereof, then the Agency shall cease its existence at the close of the then current fiscal year. Under those circumstances, the Board of Directors and the Executive Committee shall continue to meet on such a schedule as shall be necessary to carry out the winding up of the affairs of the Agency. It is contemplated that such meetings may continue for some substantial period of time in order to accomplish this task.

All Members upon a general termination of the Agency shall remain fully obligated for their portion of any claim against the assets of the Joint Risk Management Fund or Floating Super Fund which was created during the term of their membership along with any other unfulfilled obligations, including, but not limited to calls for Supplementary Payments for years of their membership which may be required and called for in subsequent years.

**REQUEST FOR BOARD ACTION  
Regular Village Board Meeting  
December 10, 2018**

**Subject:** Office-Industrial (O/I) Zoning District Uses

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**Action Requested:** Approval of an Ordinance Amending Title 6 (Zoning), Chapters 2, 8, and 11 of the Lincolnshire Village Code (O/I District Permitted and Special Uses)

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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:** Village Board/Zoning Board

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**Background and Proposed Revisions:**

- On November 26, 2018, the Village Board considered an ordinance amending Chapters 2, 8 and 11 of Title 6, Zoning, regarding Office-Industrial permitted and special uses. At the meeting, staff reviewed the proposed ordinance changes. Mr. Charles Lamphere of Van Vlissingen & Co. (Van Vlissingen) provided comments and requested the Board's consideration of the following:
  - **Increase the O/I district-wide assembly use cap from the current 50,000 square feet to 250,000 square feet to permit a large building to be leased for an assembly use.**

Currently, a total of 57,000 square feet in the entire O/I zoning district is used by assembly uses (Willow Creek Church and Noah's Event Venue), representing less than 1% of the total 6.4 million square feet of building space in the O/I district.

Several Board members were comfortable with the requested 250,000-square-foot cap recommended by the Zoning Board and requested by Van Vlissingen. Other Board members preferred the 150,000-square-foot cap recommended by staff. Board members agreed any future increase to the square foot cap would require a text amendment in conjunction with a Special Use permit application from a potential assembly user, since all assembly uses will continue to require a Special Use permit. Staff estimates 150,000 square feet of potential assembly space would represent approximately 2% of the total O/I building space, while 250,000 square feet would comprise approximately 4% of the total O/I building space.

- **Allow banks and financial institutions with up to 1-2 drive-thru lanes "by right", without a Special Use permit.**

The Board indicated support for this request and the attached draft Ordinance reflects "by right" permissibility for up to 1 drive-thru lane.

- **Allow small educational institutions “by right”, without a Special Use permit. Allow large educational institutions with a Special Use permit.**

During the November 26, 2018 meeting, there was suggestion to define educational institutions by student population served as a determining factor whether or not the educational institution use is to be treated as a Special Use or permitted “by right”. Educational institutions would typically have instructional areas (comprised of student classrooms and counseling space) as well as general administrative areas for office staff.

After the November 26<sup>th</sup> meeting, Van Vlissingen suggested the Village consider a maximum of 100 on-site students at any given time as a threshold for differentiating between small and large educational institutions. In addition to the 100 student threshold, staff proposes a sliding scale for the on-site student population, depending on the instructional area size, which is 1 student per every 25 square feet of the instructional area. This would be consistent with International Building Code occupancy standards for this type of use. For example, a 1,000-square-foot instructional area would have up to 40 students and a 2,500-square-foot instructional area would accommodate up to 100 students (which is the maximum number of on-site students for educational institutions to be permitted “by right”). Large educational institutions, accommodating more than 100 on-site students at any given time, would require a Special Use permit due to potential traffic, lighting, and other impacts. The attached draft ordinance reflects this.

- **Allow fitness studios for yoga, pilates, and similar instruction to be permitted “by right” and be open to the general public.**

These uses are currently only permitted “by right” as auxiliary uses to support corporate employees and are not available to the general public. Given the Board’s support for fitness studios open to the general public, staff created a new category for “personal fitness studios” which would allow this use to be permitted “by right” in all O/I subdistricts and be open to the general public. Additional requirements are proposed to include a first-floor location within multi-tenant buildings (if not located within a freestanding building) and sound proofing measures if there be music broadcast during fitness classes.

**Recommendation:**

Consideration and possible approval of the ordinance regarding the proposed text amendments.

**Reports and Documents Attached:**

- Document 1: Zoning map, prepared by MGP Consortium.
- Document 2: November 26, 2018 Committee of the Whole staff memo.
- Document 3: Draft ordinance and redline revisions, prepared by staff and the Village Attorney.
- Document 4: Text Amendment Findings of Fact.
- Document 5: Northwest Municipal Conference survey responses.
- Document 6: Unapproved November 13, 2018 Zoning Board meeting minutes.
- Document 7: Email correspondence from a concerned resident.

**Meeting History**

Committee of the Whole (preliminary evaluation)	October 9, 2018
Zoning Board (Public Hearing)	November 13, 2018
Committee of the Whole	November 26, 2018
Regular Village Board (current)	December 10, 2018





**REQUEST FOR BOARD ACTION  
Committee of the Whole  
November 26, 2018**

**Subject:** Office-Industrial (O/I) Zoning District Uses

**Action Requested:** Consideration of an Ordinance Amending Title 6 (Zoning), Chapters 2, 8 and 11 of the Lincolnshire Village Code (O/I District Permitted and Special Uses) (Village of Lincolnshire)

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

**Referred To:** Village Board/Zoning Board

**Background:**

- In August 2018, Van Vlissingen and Co. (Van Vlissingen), a Lincolnshire-based large commercial property owner and landlord with property interests throughout the Chicagoland region, communicated concerns regarding permitted and Special Uses in the O/I Office-Industrial zoning district and its subdistricts (O/Ia, O/Ib, O/Ic, and O/Id; see attached Document 1). Based on their knowledge of the local office and industrial market, zoning codes in other communities, and inquiries from potential tenants, Van Vlissingen encouraged the Village to examine the current O/I code and expand permissibility to make Lincolnshire's corporate centers more attractive to small business owners wishing to lease smaller spaces and to allow a wider range of non-office uses given high office vacancies in the Village.
- In September 2018, staff developed a proposal for comprehensive O/I text amendments based on Van Vlissingen's input and additional research.
- On October 9, 2018, the Village Board held a preliminary evaluation regarding this proposal and referred the matter to the Zoning Board for a Public Hearing. While referring the proposal to the Zoning Board, the Village Board expressed a desire to allow more O/I uses "by right", rather than by Special Use permit, where appropriate.
- Staff considered Van Vlissingen's input for the proposed text amendments. In conjunction with additional research, staff refined the proposed text amendments to include additional uses in response to office/industrial trends and market realities. Staff also conducted a comprehensive review of office/industrial uses permitted in neighboring and/or comparable communities. Staff recognizes office leasing remains a challenge with approximately 30% office vacancy in Lincolnshire during Q3 2018, which is higher than office vacancy for Lake County overall. Office landlords and property managers require flexibility in leasing available spaces, and the market is witnessing many new uses seeking to locate in corporate centers.
- Staff conducted a survey of 14 local communities through the Northwest Municipal Conference, including the neighboring communities of Vernon Hills, Buffalo Grove, Deerfield, Highland Park and Lake Bluff and received brewery survey results requested by another municipality (see attached Document 4). Staff also interviewed several office and industrial brokers to obtain their perspectives on leasing.

- On November 13, 2018, the Zoning Board held a Public Hearing regarding the proposed text amendments (see attached Document 5). Van Vlissingen and Co. attended the Public Hearing and provided testimony, reflected in the attached meeting minutes. Staff has also received email correspondence from a concerned resident regarding the proposal (see attached Document 6).
- The Zoning Board forwarded an unanimous favorable recommendation of the proposed text amendments to the Village Board for final review and potential approval. The proposal, along with the Zoning Board's recommendations, is summarized below.

**Chapter 2 (Definitions) - Summary of Proposed Revisions:**New definitions:

- "Brewery";
- "Catering establishment";
- "Distillery";
- "Performing and visual arts studio";
- "Pet daycare"; and
- "Tutoring center"

***Zoning Board Recommendation: In favor.***Revised definitions:

- "Child daycare center" - added "child" to distinguish these uses from pet daycares.
- "Educational institution" - clarified differences between "tutoring centers" which are defined separately.
- "Office" - excluded "physician's offices" from the definition (they are defined separately).
- "Physician's office" - expanded the definition by adding new licensed medical professions: clinical social workers, professional counsellors, acupuncturists, chiropractors, massage therapists, naprapaths, optometrists, estheticians, electrologists, occupational and physical therapists and dietitian nutritionists.

***Zoning Board Recommendation: In favor.***Removed definitions:

- "Dog kennel" and "kennel" - these are proposed to be replaced with the new definition of "pet daycare".

***Zoning Board Recommendation: In favor.*****Chapter 8 (Office/Industrial Districts) - Summary of Proposed Revisions:**

- Assembly Uses - Revised the total square footage cap assembly uses can cumulatively occupy in the entire O/I district from the current 50,000 square feet to 150,000 square feet. Assembly uses include religious organizations, banquet venues, museums, galleries, theaters, clubs and similar uses. There are currently two assembly uses in the O/I district: Willow Creek Church (47,000 square feet) and Noah's Event Venue (10,000 square feet), exceeding the 50,000-square-foot limit by 7,000 square feet. Staff proposes to increase the limit to 150,000 square feet to make room for additional assembly uses. In speaking with the Village

Attorney, a cap is recommended to ensure the majority of Lincolnshire's office and industrial properties remain available for office and industrial uses. All surveyed communities indicated they allow some types of assembly uses in Office/Industrial districts, with the vast majority (13) indicating no limitation on the overall square footage these uses can cumulatively occupy.

- Breweries and Distilleries - Staff proposes to add these two new uses to the O/lc and O/lb subdistricts, given these are viable uses seeking to locate in industrial zones. They will primarily include manufacturing, storage and distribution of beer and hard liquor with a tasting room/retail sales as an accessory use. The vast majority of the surveyed communities (13) allow breweries, with approximately half allowing them "by right."
- Auxiliary Uses - Clarified these are accessory retail and service uses permitted in all subdistricts "by right" to support principal office and industrial uses. These may include uses such as financial institutions, cafeterias, and pharmacies. All surveyed communities allow some type of retail uses in Office/Industrial districts.
- Banks and Financial Institutions - These uses are currently allowed by a Special Use permit only in all subdistricts under "commercial service activity." Staff proposes those banks and financial institution uses that do not have a drive-thru be permitted "by right" in all subdistricts, and those with a drive-thru be permitted by Special Use permit in all subdistricts. Nine surveyed communities indicated they require a Special Use permit for retail businesses with a drive-thru.
- Car Rental Facilities - These uses are currently allowed by Special Use permit only in all subdistricts under "commercial service activity". Staff proposes those car rental facilities that do not have an on-site car service be permitted "by right" in all subdistricts, and those with an on-site car service be permitted by Special Use permit in all subdistricts. Added a new requirement on-site repairs be conducted within a fully enclosed facility.
- Catering Establishments - These uses are currently not addressed in the O/I district. Staff proposes to allow them "by right" in the O/lc and O/lb subdistricts and require a Special Use permit in O/la and O/lb due to potential negative impacts of kitchens (e.g., odor and noise impacts) on core office uses prevalent in O/la and O/lb. There is also a prohibition regarding retail sales, except as an accessory use. The majority of the surveyed communities that regulate catering establishments permit catering establishments in Office/Industrial districts "by right."
- Child Daycare Centers - No change in permissibility (Special Use permit) in all subdistricts, which is currently allowed under "commercial service activity." A new requirement is proposed for multi-tenant buildings, such that these uses be located on the first floor to minimize potential negative impacts on other tenants (e.g., noise).
- Day Spas - These uses are currently not addressed in the O/I district. Staff proposes those uses without massage service be permitted "by right" in all subdistricts, and those with massage service be permitted by Special Use permit

in all subdistricts. Seven surveyed communities allow spas in Office/Industrial zones.

- Commercial Service Activity - This existing category of uses (including but not limited to banks, restaurants, and daycare centers) is proposed to be eliminated. All commercial uses currently listed in this category are proposed to be listed separately to make them more visible with their own set of requirements, where applicable.
- Educational Institutions - These uses, which include colleges, universities, trade and business schools, are currently not addressed in the O/I district. Staff proposes to allow them by Special Use permit in all subdistricts, given the multi-purpose nature of this use and potential negative impacts due to traffic, parking, lighting and outdoor activities. Eight surveyed communities allow colleges and universities in Office/Industrial areas (five - by Special Use permit).
- Farmers Markets - These uses are currently not addressed in Chapter 8, Office-Industrial Districts (though they are allowed as a temporary use in the O/Ia subdistrict only in Chapter 3, General Zoning Regulations). Staff proposes to allow them “by right” in all O/I subdistricts in Chapter 8. Farmers markets would continue to require a Temporary Use permit to be reviewed and issued by staff upon review of the operational plan and other existing code requirements per Chapter 3 requirements. Chapter 3 also currently permits other temporary uses in the O/I district, including food trucks and special events.
- Hotels - These uses are currently not specifically listed but have been historically permitted as a “commercial service activity” with a Special Use permit. No change in permissibility is proposed for all subdistricts. (i.e., a Special Use permit would still be required).
- Laboratories, Research and Development Facilities, Public or Private - Added the “by right” permissibility in the O/Ia subdistrict. These uses are currently allowed “by right” only in O/Ib, O/Ic, and O/Id.
- Municipal Services Activities - Renamed to “government services activities” to inclusively define permitted uses and maintain the existing “by right” permissibility in the O/Ic and O/Id subdistricts. These activities include public works facilities, post offices, fire stations and similar uses.
- Performing and Visual Arts Studios - These uses are currently not addressed in the O/I district. Staff proposes they be allowed “by right” in all subdistricts with conditions regarding their location on the first floor of multi-tenant buildings and sound proofing measures to minimize potential negative impacts on other tenants.
- Pet Daycare, Grooming, and Training - No change in permissibility (Special Use permit) in all subdistricts, which is currently allowed under “commercial service activity.” Expanded the use to include related grooming and training uses and permit overnight boarding. Required these uses locate on the first floor of multi-tenant buildings and provide sound proofing measures to minimize potential

negative impacts on other tenants. Nine surveyed communities allow pet grooming.

- Physician's Offices - Changed permissibility from a Special Use permit to "by right" in all subdistricts. Removed restrictions regarding the location and maximum floor area occupied by physician's offices (currently at 25%). Given the similarity between this use and other types of office uses, Staff does not believe the restriction is beneficial. All surveyed communities allow physician's offices in Office districts, with the vast majority allowing them in Industrial districts as well. No community permits overnight stays. Only three communities require a Special Use permit.
- Printing and Reproduction Services, Graphic and Photo-stating Services, Office Machine Sales and Repair, Office Supply Sales, and Other Similar Uses - Added "by right" permissibility in the O/Ia and O/Ib subdistricts. These uses are currently allowed "by right" only in the O/Ic and O/Id subdistricts.
- Recreation Facilities - Added "Special Use permit" permissibility in the O/Ia and O/Ib subdistricts. These uses are currently allowed by Special Use permit in O/Ic and O/Id only.
- Restaurants - These uses are currently allowed by Special Use permit only under "commercial service activity." Staff proposes those restaurant uses without a drive-thru be permitted "by right" in all subdistricts, and those with a drive-thru be permitted by Special Use permit in all subdistricts.
- Testing of Materials - Removed the current restriction that testing of materials occupies no more than 25% of the gross building or tenant area. Given the similarity between this activity and other types of office activities, Staff does not believe the restriction is beneficial.
- Tutoring Centers - These uses are currently not addressed in the O/I district. Staff proposes to allow them "by right" in all subdistricts. Thirteen surveyed communities allow some types of instructional uses in Office/Industrial areas. Permissibility varies depending on the type of use.
- Vehicle Fueling Stations - These uses are currently permitted as a "commercial service activity" with a Special Use permit. No change in permissibility is proposed for all subdistricts. Clarified these uses may include a convenience store and/or a car wash as an accessory use.

***Zoning Board Recommendation: In favor of the above, subject to the following:***

- 1. Increase the Assembly use cap from the current 50,000 sq.ft. and the staff-proposed 150,000 sq.ft. to 250,000 sq.ft. The Zoning Board felt a 100,000 sq.ft. increase is not sufficient to allow flexibility in accommodating assembly uses. They also took into consideration survey responses indicating no other community has a cap on assembly uses.***

- 2. Allow breweries and distilleries “by right”, without a Special Use permit, in the O/lc and O/ld subdistricts, and stipulate tasting rooms and retail sales be accessory/incidental to the principal use.**

**Chapter 11 (Off-Street Parking & Loading) - Summary of Proposed Revisions:**

Staff proposes creating parking requirements for the following new uses which are currently not addressed in the parking schedule:

- Car Rental Facilities – 1 space/400 sq. ft. of gross leasable area plus sufficient parking for rental cars (this is based on existing requirements for other local communities).
- Breweries and Distilleries – Staff proposes to use the existing office, manufacturing, warehouse and retail ratios (1/250 sq.ft. - office; 1/1,000 sq.ft.-manufacturing; 1/2,000 sq.ft. – warehouse; and 1/200 sq.ft. - retail).
- Performing and Visual Arts Studios – 1 space/employee + 1 space/every 3 students (this is based on the Village’s current colleges/universities parking formula and is consistent with surrounding communities).
- Pet Daycare, Grooming, and Training – 1 space/500 sq. ft. (this is based on the Village’s current child daycare parking formula).
- Tutoring Centers – 1 space/employee + 1 space/every 3 students (this is based on the Village’s existing colleges/universities parking formula).

**Zoning Board Recommendation: In favor.**

**Recommendation:**

Consideration of the ordinance regarding the proposed text amendments and the Zoning Board’s recommendations and placement on the December 10, 2018 Village Boards’ Consent Agenda for approval.

**Reports and Documents Attached:**

- Document 1: Zoning map, prepared by MGP Consortium.
- Document 2: Draft ordinance and redline revisions, prepared by staff and the Village Attorney.
- Document 3: Text Amendment Findings of Fact.
- Document 4: Northwest Municipal Conference survey responses.
- Document 5: Unapproved November 13, 2018 Zoning Board meeting minutes.
- Document 6: Email correspondence from a concerned resident.

<b>Meeting History</b>	
Committee of the Whole (preliminary evaluation)	October 9, 2018
Zoning Board (Public Hearing)	November 13, 2018
Committee of the Whole (current)	November 26, 2018

**VILLAGE OF LINCOLNSHIRE**

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

**AN ORDINANCE AMENDING  
TITLE 6 (ZONING), CHAPTERS 2, 8 AND 11  
OF THE VILLAGE OF LINCOLNSHIRE MUNICIPAL CODE  
(O/I District Permitted and Special Uses)**

**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 Corporate Authorities of the Village of Lincolnshire find it necessary for the promotion and preservation of the public health, safety and welfare of the Village that the regulation of permitted and special uses in the O/I zoning districts be reviewed for responsiveness to market conditions and trends;

**WHEREAS**, the Board of Trustees referred to the Zoning Board (“Zoning Board”) a petition to research, consider and prepare proposed text amendments to the Zoning Code to study and amend the regulation of permitted and special uses in the O/I zoning districts; and

**WHEREAS**, following due publication of notice in the Daily Herald on October 26, 2018, a public hearing concerning the proposed amendments to the Zoning Code of the Village was convened and finally adjourned by the Zoning Board on November 13, 2018; and

**WHEREAS**, following deliberation and consideration on the evidence and testimony elicited during the public hearing and the recommendation of the Zoning Board, the Village

Board desires for the Zoning Code to be amended to improve the Zoning Code regulations affecting permitted and special uses in the O/I zoning districts; and

**WHEREAS**, the Village hereby finds that it is in the best interest of the Village and the public to amend its Zoning Code to promote 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 facts and statements 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 Zoning Board of the Village of Lincolnshire, attached hereto as **Exhibit A**, are herein incorporated by reference as the findings of the Village Board to the same effect as if fully recited herein at length. All references in the Zoning Board's findings are made the references of the Mayor and Board of Trustees of the Village of Lincolnshire.

SECTION TWO: Title 6 of the Village of Lincolnshire Municipal Code ("Zoning") is hereby revised by (a) amending Section 6-2-2 (Definitions) to add definitions for newly identified uses; (b) amending Section 6-8-5 (Permitted and Special Uses) to revise and update the table of permitted and special uses; and (c) amending Chapter 11 (Off-Street Parking and Loading) to create parking and loading standards for the new identified uses; collectively in the form described in **Exhibit B**, attached hereto and incorporated as though fully set forth herein.

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

SECTION FIVE: 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 \_\_\_\_\_ th Day of \_\_\_\_\_, 2018, at Lincolnshire,  
Lake County, Illinois.

AYES:

NAYS:

ABSENT:

APPROVED:

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

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

ATTEST:

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

**EXHIBIT A**

**ZONING BOARD FINDINGS OF FACT**

**EXHIBIT B**  
**TEXT AMENDMENTS**

# **TITLE 6: Zoning**

## **CHAPTER 2: Definitions**

Last Revised: 11/09/18

### **Sections:**

6-2-1: Rules of Word Construction

6-2-2: Definitions

### **6-2-1: Rules of Word Construction**

The language set forth in the text of this Zoning Code shall be interpreted in accordance with the following rules of construction:

- A. The singular number includes the plural and the plural the singular;
- B. The present tense includes the past and future tenses, and the future the present;
- C. The word "shall" is mandatory, while the word "may" is permissive;
- D. The masculine gender includes the feminine and neuter;
- E. Whenever a word or term defined hereinafter appears in the text of this Zoning Code, its meaning shall be construed as set forth in the definition thereof; and any word appearing in parenthesis, between a word and its definition herein, shall be construed in the same sense as that word;
- F. All measured distances, expressed in feet, shall be to the nearest integral foot; if a fraction is one-half foot ( $\frac{1}{2}$ ') or more, the integral foot next above shall be taken;
- G. Words contained in this Code and not defined hereinafter shall assume definitions as set forth in Merriam-Webster's dictionary (website edition; [www.merriam-webster.com](http://www.merriam-webster.com));
- H. Unless otherwise specified, all distances shall be measured horizontally.
- I. Graphic illustrations are used herein to demonstrate the intent of the definition language. In any case of conflict between a graphic illustration and the text definition, the text shall prevail.

### **6-2-2: Definitions**

The following words and terms, wherever they occur in this Zoning Code shall be defined as follows:

#### **ACCESSORY STRUCTURE**

A structure detached from the Principal Structure located on the same lot and customarily incidental and subordinate to a principal building or use, in terms of size, area, extent or purpose.

#### **ACCESSORY USE**

A use of land, structure or a portion thereof customarily incidental and subordinate to the principal use of the land or building, in terms of intensity or purpose, and located on the same lot with the principal use.

#### **ADVERTISING DEVICE**

Any advertising sign, billboard, or poster panel which directs attention to a business, commodity, service, or entertainment not exclusively

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	<p>related to the premises where such sign is located or to which it is affixed; but does not include those advertising signs, billboards, or poster panels which direct attention to the business on the premises or to a brand name of a product or commodity with which the business is specifically identified and which is sold on the premises.</p>
<b>ADJACENT</b>	Lying near or in the immediate vicinity
<b>ADJOINING</b>	Touching or contiguous to; or to be in the neighborhood or vicinity of.
<b>AGRICULTURE</b>	<p>The use of land for agricultural purposes, including farming, dairying, pasturage, agriculture, horticulture, floriculture, viticulture, and animal and poultry husbandry, and the necessary accessory uses for packing, treating, or storing the produce; provided, however, that the operation of any such accessory uses shall be secondary to that of the normal agricultural activities. Included are truck-farming, growing of nursery stock, raising of fruit and berries, bee-keeping, and the retail sale of products grown or raised on the premises through one growing season.</p> <p>Agriculture shall not include the commercial feeding of garbage or offal to swine or other animals or operating for the disposal of garbage, sewerage, rubbish, or offal. Also, excluded from agriculture are mechanized industrial animal farms, commercially operated greenhouses, commercial milk farms, and commercial dog kennels.</p> <p>The land area (farm) necessary to constitute an agricultural use is five (5) acres.</p>
<b>AIRCRAFT</b>	A contrivance, now known or hereafter invented, for use in or designed for navigation of or flight in the air.
<b>AIRPORT</b>	Any area of land or water which is used or intended for use for the landing and taking off of aircraft, and any appurtenant areas which are used or intended for use for airport buildings or other air-port facilities or rights of way, including all necessary taxiways, aircraft storage and tie down areas, hangars, and other necessary buildings and open spaces.
<b>AIRPORT (LANDING STRIP HELIPORT or HELISTOP)</b>	Any premises which are used, or intended, for use, or for the landing and take-off of aircraft; and any appurtenant areas which are used or intended for use as airport buildings or other airport structures or rights of way, together with all airport buildings and structures located thereon.
<b>ALLEY</b>	A right of way, with a width not exceeding twenty four feet (24') which affords a secondary means of access to abutting property.
<b>ALTERATION</b>	Any change in size, shape, character, occupancy, or use of a building or structure.
<b>AMENDMENT</b>	Any addition to, deletion from, or change, including text and/or map.
<b>ANIMAL CLINIC/HOSPITAL</b>	An establishment for the diagnosis and medical and surgical treatment of small domestic animals by persons qualified and

authorized by appropriate licensing to treat injuries, illnesses and diseases of animals. All activity associated with animal clinics/hospital operations shall be conducted within a completely enclosed building.

**ANIMAL HOSPITAL**

A structure where animals or pets are given medical or surgical treatment. Use as a kennel, or for other boarding purposes, shall be limited to short-time and fully enclosed boarding and shall only be incidental to such hospital use. Also a "veterinary clinic.

**ANTENNA**

Any device or array that transmits and/or receives electromagnetic signals for voice, data or video communication purposes including, but not limited to, television, AM/FM radio, microwave, cellular telephone, personal wireless services and similar forms of communications.

**APARTMENT**

One or more rooms in a multi-family dwelling arranged, intended or designed as living quarters for an individual, group of individuals, or a family.

**ASSEMBLY USE**

The use of a non-government owned building, or part thereof, by a gathering of persons principally for civic, literary, arts, music, political, transportation, religious, or similar purposes. Examples include, but are not limited to Fraternal Lodges, Private Club which shall not include any Sexual Oriented Business as defined in Section 6-7B-3 of this Title, Veterans' membership organizations, civic organizations, conference centers, banquet halls, and meeting rooms and ballroom facilities which are principal uses or accessory to hotels/motels.

**ATTIC**

The space between the ceiling beams of a top habitable story and the roof rafters.

**AUTOMOBILE LAUNDRY**

A building or portion thereof containing facilities for (Car Wash) washing motor vehicles, using automatic production-line methods with a chain conveyor, blower, steam cleaning device, or other mechanical devices; or providing space, water, and equipment for the hand washing of autos, whether by the customer or the operator.

**AUTOMOBILE REPAIR FACILITY**

The general repair, including engine rebuilding or reconditioning, of motor vehicles; collision service such as body, frame and fender straightening and repair, and painting of motor vehicles.

**AUTOMOBILE SERVICE FACILITY**

Any building or premises used for the sale and installation of tires, batteries and other minor accessories and services for automobiles, but not including Automotive Repair Facility services; and may include washing of automobiles where no production line methods are employed. When the dispensing, sale or offering for sale of motor fuels or oil is incidental to the conduct of a public garage, the premises shall be classified as a public garage.

**AUXILLARY USE**

Retail and/or service use within the Office/Industrial (O/I) Districts, incidental to and to service the principal use for the convenience of the employees.

**AWNING**

A roof-like cover, temporary in nature, which projects from the wall of a building and which may overhang the public way.

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<b>BASEMENT (CELLAR)</b>	The portion of a building located partly or wholly underground, and having half or more than half of its clear floor-to-ceiling height below the average grade of the adjoining ground.
<b>BASEMENT, ENGLISH</b>	The portion of a building located partly underground, but having less than half its clear floor-to-ceiling height below the average grade of the adjoining ground and which is finished for living space.
<b>BERM</b>	A hill of land that acts as a visual barrier between a lot and adjacent properties, alleys or streets.
<b>BLOCK</b>	A tract of land bounded by streets, or by a combination of one or more streets and public parks, cemeteries, railroad rights of way, bulkhead lines or shore lines of waterways, or corporate boundary lines.
<b>BREWERY</b>	A business which holds a Class 3, 10 or 11 manufacturer's license and/or a brewer warehouse permit from the State of Illinois.
<b>BUILDABLE AREA</b>	The area of the lot remaining after the minimum open space and/or yard requirements of this Code have been complied with.
<b>BUILDING</b>	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.
<b>BUILDING/COMPLETELY ENCLOSED</b>	A building separated on all sides from the adjacent open space, or from other buildings or other structures, by a permanent roof and by exterior walls or party walls, pierced only by windows and normal entrance or exit doors.
<b>BUILDING/DETACHED</b>	A principal building surrounded by open space on the same lot. (Ord. 86-885-22)
<b>BUILDING HEIGHT</b>	The vertical distance from the established grade to the highest point of the roof of a building or the highest point of the roof including rooftop equipment screens, but excluding residential chimneys. The established grade shall be determined by taking the mean elevation of the finished lot grade at the front of the building. In residential districts, the established grade for any new dwelling units associated with the replacement or reconstruction, for any reason, of a previous dwelling unit shall be determined by taking the mean elevation of the lot grade at the front of the proposed building, prior to any new site grading. Established grade for development of a previously-vacant lot shall be determined by reference to the mean existing grade at the front yard setback line. (Amd. Ord. 04-1934-50, eff. 11/8/04)
<b>BUILDING/RESIDENTIAL</b>	A principal building arranged, designed, used or intended to be used for residential occupancy by one or more families.
<b>BUILDING SIDE SETBACK PLANE</b>	Defines the planes within which, except for permitted encroachments, all portions of a building must remain. The planes begin at specific points directly above the established grade at the side lot lines and run at a 45 degree angle toward the interior of the lot until they reach

the maximum building height permitted on the lot. (Amd. Ord. 04-1934-50, eff. 11/8/04)

**BUILDING/TEMPORARY**

A building not designed to be permanently located in the place where it is, or where it is intended to be placed or affixed.

**BULK**

A composite characteristic of a given building or structure as located upon a given lot-not definable as a single quantity but involving all of these characteristics:

- A. Size and height of building or structure.
- B. Location of exterior walls at levels in relation to lot lines, streets, or to other buildings or structures.
- C. Floor area ratio.
- D. All open spaces allocated to the building or structure.
- E. Amount of lot area provided per dwelling unit.

**BUSINESS**

An occupation, employment or enterprise which occupies time, attention, labor, and materials, or wherein merchandise is exhibited, bought or sold, or where services are offered for compensation.

**CANOPY**

A roof-like structure projecting from a wall and supported in whole or in part by vertical supports from the ground, and erected primarily to provide shelter from the weather.

**CARGO or FREIGHT  
TERMINAL**

A building or premises in which cargo or freight is received or dispatched.

**CARPORT**

An open sided (on at least 2 sides), roofed automobile shelter, usually formed by extension of the roof from the side of a building.

**CATERING ESTABLISHMENT**

An establishment for commercial on-site food preparation specifically for off-site delivery and consumption of food.

**CEMETERY**

A permanent or semi-permanent burial place or receptacle for human remains, regardless of whether the remains are composed of the whole body or parts thereof and irrespective of the vessel in which the remains are held, encased or entombed. For illustrative purposes only, and not intended to be an exhaustive list, Cemetery includes a catacomb, cinerarium, columbarium, crypt, mausoleum, ossuary, sepulcher, sepulture, tomb, or vault. (Ord. 08-3070-53)

**CERTIFICATE, OCCUPANCY**

The written approval of the Zoning Administrator certifying that the building or structure, as constructed, conforms to the applicant's approved plans and drawings as authorized through the zoning certificate and is ready for occupancy.

**CERTIFICATE, ZONING**

The written approval of the Zoning Administrator certifying that the applicant's plans and drawings comply with all applicable provisions of this Code. The "zoning certificate" may consist of a standardized independent form bearing the signature of the Zoning Administrator or it may be represented as a part of the building permit application.

**CERTIFICATE OF ZONING**

The written confirmation certifying compliance with the regulations set

<b>COMPLIANCE</b>	forth in Title 6, Zoning, including but not limited to any decisions, conditions or special requirements for any use or occupancy of a parcel of land.
<b>COMMON OPEN SPACE</b>	Land or water unoccupied by structures, buildings, streets, rights of way and automobile parking lots and designed and intended for the use or enjoyment of residents of a planned unit development. Common open space may contain walks, patios, and structures for recreational use. Area used for individual open space, such as private courtyards, and not available to all residents of the planned unit development shall not be included as common open space. (Ord. 86-885-22)
<b>COMMUNICATIONS SUPPORT BUILDING</b>	A structure for the protection and security of communications equipment associated with one or more antennas, where access to equipment is gained from the interior of the structure.
<b>COMMUNICATIONS SUPPORT CABINETS</b>	A casing or console used for the protection and security of communications equipment associated with one or more antennas, where direct access is provided from the exterior.
<b>COMMUNITY RESIDENTIAL HOME</b>	<p>A dwelling unit owned or leased and operated to provide a living environment for twelve (12) or fewer unrelated residents who operate as the functional equivalent of a family unit and who receive support services and are under the supervision of a sponsor or support staff due to their developmental, physical or mental disability.</p> <p>A community residential home shall not be construed to include a medical or nursing facility. A community residential home shall not include a residence which serves persons as an alternative to incarceration for a criminal offense, or persons whose primary reason for placement is substance abuse or alcohol abuse or for treatment of a communicable disease. (Ord. 90-1182-66)</p>
<b>COMPATIBLE USE</b>	A property, use, or service which is capable of direct association with certain other uses because it is complimentary, congruous, or otherwise non-detrimental.
<b>CONCRETE RECYCLING, STORAGE AND SALES:</b>	The process whereby previously manufactured concrete, without protruding metal bars, is received, stored, segregated, processed and remixed for sale to end markets in the form of raw materials or products.(Ord. 06-2948-40, eff. 8/14/06)
<b>CONFORMING BUILDING or STRUCTURE</b>	<p>Any building or structure which:</p> <ul style="list-style-type: none"> <li>A. Complies with all the regulations of the Zoning Code or of any amendment hereto governing bulk for the zoning district in which such building or structure is located, or,</li> <li>B. Is designed or intended for a conforming use.</li> <li>C. Example: An office building in a Business District.</li> </ul>
<b>CONTIGUOUS</b>	In contact, adjoining, or touching another object or item, as distinguished from being adjacent.
<b>CONVALESCENT, NURSING or REST HOME</b>	An establishment for the care of the aged or infirm, or a place of rest for those suffering bodily disorders. Such home does not contain

convalescent equipment for surgical care or for more than the incidental treatment of disease or injury.

**CULTIVATION CENTER**

A facility operated by an organization or business registered by the Department of Agriculture to perform necessary activities to provide only registered medical cannabis Dispensary Organizations with usable medical cannabis. No available parcels in the Village of Lincolnshire permit Cultivation Centers to exist due to the separation requirements of the Compassionate Use of Medical Cannabis Pilot Program Act (Illinois Public Act 098-0122).

**CURB LEVEL**

The level of the established curb in front of a building measured at the center of such front. Where no curb elevation has been established, the pavement elevation at the street center line similarly measured, or the mean elevation of the finished lot grade immediately adjacent to a building shall be considered the "curb level".

**DAY**

As used in this Code, "day" shall mean one calendar day. If a projected day falls on a weekend or holiday, the next following working day or week day shall fulfill requirements.

**CHILD DAY CARE CENTER**

An institution or place in which are received three (3) or more children, not of common parentage, apart from their parents or guardian, for part or all of a day but not later than nine o'clock (9:00) P.M. This term includes but is not limited to nursery schools, child care centers, and day nurseries.

**DAY SPA**

An establishment that provides State licensed, professionally administered massage and body treatments. For the purposes of explanation, and not intended to an exhaustive list, day spa services may include body wraps, skin exfoliation, electrolysis, body toning, waxing, aromatherapy, and facial treatments. Full service beauty shops/salons, makeup consultation and applications, manicure and pedicure services, and body tanning may be provided as accessory services to a day spa.(Ord. 09-3103-26, eff. 06/22/09)

**DECIBEL**

A unit of measurement of the intensity (loudness) of sound. Sound level meters which are employed to measure the intensity of sound are calibrated in "decibels".

**DETENTION**

The temporary on-site restraining of storm water. (Ord. 86-885-22)

**DEVELOPMENTAL DISABILITY**

A severe or chronic disability of a person which:

- A. Is attributable to a mental or physical impairment or combination of mental and physical impairments.
- B. is manifested before the person attains age twenty two (22).
- C. is likely to continue indefinitely.
- D. Results in substantial functional limitation in three (3) or more of the following areas of major life activity: 1) self-care, 2) receptive and expressive language, 3) learning, 4) mobility, 5) self-direction, 6) capacity for independent living, and 7) economic self sufficiency.
- E. Reflects the person's need for a combination and sequence of special care, treatment, or other services which are lifelong or of

extended duration and are individually planned and coordinated, (Ord. 90-1182-66)

**DISPENSARY ORGANIZATION**

A facility operated by an organization or business registered by the Illinois Department of Financial and Professional Regulation to acquire medical cannabis from a registered Cultivation Center for the purpose of dispensing cannabis, paraphernalia, or related supplies and educational materials to registered qualifying patients.

**DISTILLERY**

*A business which holds a Class 1 or Class 9 manufacturer’s license and/or a craft distiller tasting permit from the State of Illinois.*

**DISTRICT**

A portion of the corporate area of the Village, within which certain uniform regulations and requirements; or various combinations thereof, apply under the provisions of this Title.

**DOG KENNEL**

*Any premises where three (3) or more dogs, over four (4) months of age, are owned, boarded, bred, and/or offered for sale.*

**DRIVE-THROUGH RESTAURANT**

Any business where food or beverages are sold and delivered to the consumer while the consumer is in an automobile or other motorized vehicle.

**DRIVEWAY**

A pathway for motor vehicles from a street to a structure used for service purposes or for access to the structure only.

**DRINKING ESTABLISHMENT**

Establishments primarily engaged in preparing and serving alcoholic beverages for immediate consumption; commonly known as bars, taverns, nightclubs, or drinking place; and may also provide limited food services.

**DWELLING**

A building, or portion thereof, designed or used exclusively for residential occupancy, including single-family dwellings, two-family dwellings and multiple-family dwellings, but not including hotels or motels.

**DWELLING/ATTACHED**

A dwelling which is joined to another dwelling at one or more sides by party walls.

**DWELLING/DETACHED**

A dwelling which is entirely surrounded by open space on the same lot.

**DWELLING/MULTI-FAMILY**

A building, or portion thereof, containing three (3) or more dwelling units, originally constructed for said purpose. (Ord. 86-885-22)

**DWELLING/SINGLE-FAMILY**

A building containing one dwelling unit only and that is occupied by one family as defined in this Title. (Ord. 90-1182-66)

**DWELLING/TWO FAMILY**

A building containing two (2) dwelling units only, designed for two (2)

families to live independently of each other, and that is occupied by not more than two (2) families. (Ord. 86-885-22)

**DWELLING UNIT**

A group of contiguous rooms which include facilities which are used for living, sleeping, cooking, and eating, constituting all or part of a dwelling or hotel, and arranged, designed or intended for use exclusively as living quarters for one family or a community residential home maintaining a single and separate housekeeping unit, except as provided in Section 6-3-9 of this Zoning Code. (Ord. 90-1182-66)

**EDUCATIONAL INSTITUTION**

A public, parochial, private or charitable, or nonprofit school, junior college, college or university, ~~other than~~ trade or business schools, **tutoring centers**, including instructional and recreational uses. **An Educational Institution is distinguished from a Tutoring Center by the scale of the facilities, number of students and the style of presenting academic instruction.**

**EFFICIENCY UNIT**

A dwelling unit consisting of one principal room together with bathroom, kitchen, hallway, closets, and/or dining room alcove directly off the principal room, provided such dining alcove does exceed one hundred twenty five (125) square feet in area. An efficiency unit created after the effective date of this Zoning Code shall contain at least three hundred (300) square feet of floor area.

**ELEEMOSYNARY  
INSTITUTION**

A building or group of buildings devoted to and supported by charity.

**ESTABLISHMENT, BUSINESS**

A place of business carrying on operations, the ownership and management of which are separate and distinct from those of any other place of business located on the same zoning lot. Direct access to each "business establishment" shall be separate and distinct from direct access to any other business establishment, and in no case shall there be access to one such establishment from within another such establishment.

**FAMILY**

- A. One person, his or her spouse, their offspring, legally adopted children.
- B. Plus not more than six (6) other persons who are foster children or related to said person by blood, marriage or legal adoption such as mother or father, sister or brother, and mother-in-law or father-in-law, except that the total shall not exceed eight (8) unless it consists entirely of persons included under A as listed above. (Ord. 86-885-22)
- C. A family may also be composed of not to exceed three (3) persons not so related, provided that such unrelated persons live in a single dwelling and maintain a common household and a single housekeeping unit, including persons of a community residential home as defined in this Title.

A family includes any domestic servants and not more than one gratuitous guest residing with said family; such servants or guests

shall be included in the unrelated persons attained by this definition, and shall not be in addition thereto. (Ord. 90-1182-66)

**FARMERS MARKET**

A designated area where home-grown or home-made products are sold directly to the public from open or semi-open facilities.

**FENCE**

A structure, other than a building, which is a barrier and used as a boundary or means of protection or confinement.

**FENCE, NATURAL**

A fence made of natural growth, such as trees, deciduous shrubs, evergreens, etc.

**FENCE, OPEN**

A fence, including gates, which contains no greater than 60% opaque materials, as measured horizontally along each foot of the length of the fence facing each yard.

**FENCE, SOLID**

A fence, including gates, which conceals from view from adjoining properties, streets, or alleys activities conducted behind it.

**FLOOD**

A temporary increase in normal water level (surface water elevation) that results in water inundating areas adjacent or near to the usual channel or lake.

**FLOOD BASE ELEVATION**

Six hundred forty five feet (645') above mean sea level which is the elevation of the highest flood on record for the Des Plaines River at Highway 22.

**FLOOD-CREST ELEVATION**

The elevation equal to the flood-crest level of record designated by the Village Engineer or other governmental official or body having jurisdiction as applicable to the property for which a zoning certificate is being requested.

**FLOOD PLAIN AREA**

That continuous area adjacent to a stream or stream bed, or any storm water retention area and its tributaries, whose elevation is equal to or lower than the flood-crest elevation including also land less than ten (10) acres in area having an elevation higher than flood-crest elevation and which is surrounded by land in a flood plain area, or land, less than five (5) acres in area, having an elevation equal or higher than flood-crest elevation and bordered on three (3) sides by land in a flood plain area.

**FLOOD TABLE LAND**

The area up to one thousand feet (1,000') adjacent to the flood plain but which is lower than the flood base elevation. Areas protected by an existing dike or natural ridge are not considered flood table land.

**FLOOR AREA (GROSS FLOOR AREA)**

For the purpose of determining the floor area ratio, the minimum floor area and conversions of existing structures. The sum of the gross horizontal areas of the several floors of a building, including the English Basement floor but not including a basement floor, measured from the exterior faces of the exterior walls. The "floor area" of a building shall also include elevator shafts and stairwells at each floor; floor space used for mechanical equipment, except equipment, open or enclosed, located on the roof; penthouses; finished attic space having headroom of five feet (5') or more; unfinished garage attic space, with or without flooring, having headroom of five feet (5') or more from the top of the lowest garage ceiling rafters; provided

however that porches and any space devoted to accessory off-street parking or loading shall not be included in "floor area, and, in residential zoning districts, the area of a garage shall be included, with the exception that the first 400 square feet of the total garage area shall be excluded. Further, for that portion of any open two-story element, which consists of an interior space which has a clear height of sixteen feet (16') or more from the floor elevation, that floor area shall be counted twice in calculating the floor area ratio. (Amd. Ord. 04-1934-50, eff. 11/8/04)

**FLOOR AREA (FOR THE PURPOSE OF DETERMINING OFF-STREET PARKING AND LOADING REQUIREMENTS)**

The sum of the gross horizontal area of the several floors of a building or portion thereof, devoted to a use requiring off-street parking or loading as required in this Zoning Code. This area shall exclude such floor areas used for accessory off-street parking and off-street loading facilities and such basement floor areas that are devoted exclusively to uses accessory to the operations of the building. All horizontal dimensions shall be taken from the exterior faces of the wall.

**FLOOR AREA (OF A DWELLING UNIT OR A LODGING ROOM)**

The sum of the gross horizontal areas of the room constituting the dwelling unit or lodging room, including closets, baths, utility rooms, hallways when accessible only to the occupants of said dwelling unit or lodging room and not accessible to other occupants of the building or to the general public, and only when such rooms, halls or other areas are an integral part of said dwelling unit or lodging room. Floor area shall be measured from the interior faces of the outer-most walls defining the dwelling unit or lodging room but shall not include any unfinished space or finished space having a headroom of less than five feet (5').

**FLOOR AREA (RATIO)**

The numerical value obtained by dividing the gross floor area of a building or buildings by the lot area on which such building or buildings are located.

**FOOTCANDLE**

A unit of measure of the intensity of light falling on a surface, equal to one lumen per square foot and originally defined with reference to a standardized candle burning at one foot from a given surface. (Ord. 08-3049-32, eff. 08/11/08)

**FREE-STANDING ANTENNA POLE**

A free-standing monopole-design structure that is constructed solely for the purpose of supporting one or more antennas. This definition does not include towers that require additional support, such as guyed towers or lattice towers.

**FRONTAGE**

The length of all the property fronting on one side of a street between the two (2) nearest intersecting streets, measured along the line of the street, or if dead ended, then all of the property abutting on one side between an intersecting street and the dead end of the street.

**FRONTAGE, ZONING LOT**

The length of all the property of such zoning lot fronting on street, measured between side lot lines.

**GARAGE/PRIVATE**

An accessory building or an accessory portion of the principal building, which is intended for and used for storing of privately owned motor vehicles, boats and trailers of the family or families resident

upon the premises and in which no business, service, or industry connected directly or indirectly with motor vehicles, boats and trailers is carried on; provided that not more than two-thirds (2/3) of the parking spaces therein may be rented for the storage of motor vehicles, boats and trailers of persons not resident on premises, except that all the parking spaces in a garage of one (1), two (2) or three (3) car capacity may be so rented.

**GARAGE/PUBLIC**

A building or portion thereof, other than a private garage, designed or used for equipping, servicing, repairing, hiring, selling, storing, or parking motor-driven vehicles. The term repairing shall not include an automotive body repair shop or the rebuilding, dismantling, or storage of a wrecked or junked vehicle, unless expressly authorized.

**GARAGE SALE**

The occasional sale of used or surplus household goods, wares and other items of personal property owned by the occupier of the residence on the premises where such sale is held, or owned collectively by a group of persons including the occupier of the residence on the premises where such sale is held. Also includes sales commonly known as yard sales, basement sales, house sales, yard sales, attic sales, rummage sales, estate sales or other similar occasional sales conducted on an infrequent and unscheduled basis from residentially zoned premises.

**GARAGE/STORAGE**

A building or premises used for housing of motor vehicles, and where no equipment or parts are sold and vehicles are not rebuilt, serviced, repaired, hired or sold, except that fuel, grease, or oil may be dispensed within the building to vehicles stored therein.

**GAZEBO**

A freestanding roofed Accessory Structure open on all sides, affording shade and rest.

**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. (Ord. 08-3049-32, eff. 08/11/08)

**GRADE**

The average level of the finished surface of the ground adjacent to the exterior walls of the building or structure.

**GRADING**

Reshaping natural land contours, using natural land materials such as soil, gravel, sand, black dirt, etc., for the purpose of eliminating erosion or sedimentation problems, creating or improving surface drainage, providing for the natural aesthetic contouring of property, or to accommodate a building plan by making minor changes in land elevation.

**GROSS FLOOR AREA**

All the floor area contained within a building or buildings, without exception.

**GROUND FLOOR**

That level of a building on a sloping or multi-level site which has its floor line at or not more than three feet (3') above exit grade.

**GROUND FLOOR AREA**

The lot area covered by a building, measured from the exterior faces

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	of exterior walls, but excluding open terraces and carports.
<b>GUEST/PERMANENT</b>	A person who occupies or has the right to occupy, a residence accommodation for a period of thirty (30) days or more.
<b>HEDGE</b>	A row or fence of bushes. (Ord. 86-885-22)
<b>HISTORIC DISTRICT</b>	Any parcel of land, use or structure which has been determined by the Village Board or National Trust to be of historic significance and which is identified as such on a recorded plat, plan or any other appropriate document. (Ord. 87-954-40)
<b>HOME OCCUPATION</b>	An occupation or profession practiced by, a member of the family residing on the premises, and which occupation is clearly incidental and secondary to the residential use of the dwelling; and in connection with which there is no indication from the exterior, that the building is being utilized in whole or in part for any purpose than that of a dwelling. No commodity is sold upon the premises and no commodity intended for sale or use elsewhere is stored on the premises; no more than one person is employed other than members of the family residing on the premises; and no mechanical or electrical equipment is used except such as is permissible for purely domestic or household purposes. A professional person may use his residence for consultation, emergency treatment, or performance of religious rites. No accessory building shall be used for such home occupation. Home occupations, further, shall not utilize more than twenty five percent (25%) of the total floor area of any one story.
<b>HOSPITAL</b>	A medical institution devoted primarily to the maintenance and operation of facilities for the diagnosis, treatment, and care of individuals suffering from illness, disease, injury, deformity or other abnormal physical condition.
<b>HOTEL or MOTEL</b>	An establishment which is open to transient guests, in contradistinction to a boarding, rooming or lodging house, and is commonly known as a hotel in the community in which it is located; and which provides customary hotel services such as maid services, the furnishing and laundering of linen, telephone and secretarial or desk service, the use and upkeep of furniture, and bellboy service.
<b>IMPERMEABLE SURFACE</b>	A surface which does not allow water to be absorbed so it may percolate into deeper ground. Such surfaces are those constructed of Portland concrete, bituminous concrete, composed stone or gravel, or any other surface that allows little or no water penetration.
<b>IMPERVIOUS SURFACE</b>	Any man-made area that alters the natural surface course for or does not allow for the natural rate of absorption or retention of storm water. Such areas may include, but are not limited by reason of exclusion from the following list of examples, roofs, parking and driveway areas, graveled areas, sidewalks and bike paths, paved recreational areas, swimming pools, porches, decks and patios. (Amd Ord. 07-2973-01B, eff. 1/22/07)
<b>INCOMPATIBLE LAND USE</b>	A non-residential use adjacent to a residential zoning district or a Special Use in a residential zoning district. (Amd. Ord. 12-3233-03,

eff. 1/23/12)

**KENNEL**

~~Any premises or portion thereof on which two (2) or more dogs, cats, or other household domestic animals over four (4) months of age are kept, or on which more than two (2) such animals are maintained, boarded, bred, or cared for, in return for remuneration, or are kept for the purpose of sale.~~

**LABORATORY**

A place devoted to experimental study such as testing and analyzing. Manufacturing of product or products is not to be permitted within this definition.

**LANDSCAPE WASTE**

All accumulations of grass or shrubbery cuttings, leaves, tree limbs and other materials accumulated as a result of the care of lawns, shrubbery, vines and trees. (Ord. 06-2948-40, eff. 8/14/06)

**LIBRARY-PUBLIC**

A facility owned and operated by a unit of local government for the collection, storage, use and dissemination of educational and recreational materials in various formats and which provides space for uses that support the efficient and effective operation of a public library system. (Ord. 92-1228-06)

**LIVE ENTERTAINMENT**

With respect to any restaurant, bar, tavern or other place of public accommodation, any public artistic, musical or dramatic performance which is the principal purpose for the audience to be present, regardless of whether a fee is charged. (Ord. 13-3282-08, eff. 3/11/13)

**LOADING BERTH**

A space within the principal building or on the same lot as the principal building providing for the standing, loading, or unloading of trucks and with access to a street or alley.

**LOT**

A parcel of land of at least sufficient size to meet minimum zoning requirements for use, coverage and area, and to provide such yards and other open spaces as are herein required. Such lot may consist of any of the following, provided that in no case of division or combination shall any residual lot or parcel be created which does not meet the requirements of this Zoning Code:

- A. A single lot of record;
- B. A combination of complete lots of record, of complete lots of record and portions of lots of record, or of portions of lots of record.

A lot occupied by, or intended for occupancy by, one principal building or principal use and shall have frontage upon a street as defined by this Zoning Code. Notwithstanding the above requirements, a lot shown on a plat properly recorded in the office of the County Recorder prior to the effective date of this Zoning Code even though not meeting the requirements of this Zoning Code as to width or area may be used as a zoning lot if it complies with conditions as set forth in Section 6-3-3A of this Zoning Code.

**LOT AREA, GROSS**

The area of a horizontal plane bounded by the front, side, and rear lot lines, but not including any area occupied by the waters of a duly recorded lake or river.

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<b>LOT/CORNER</b>	A lot situated at the intersection of two (2) streets, the interior angle of such intersection not exceeding one hundred thirty five degrees (135°).
<b>LOT COVERAGE/BUILDING</b>	The ratio between the ground floor area of all buildings or structures on a lot and the total area of the lot.
<b>LOT COVERAGE/GROSS</b>	The ratio between the ground floor area of all buildings and structures plus all areas used for off-street parking facilities, loading areas, vehicular access ways of driveways, and the total area of the lot.
<b>LOT DEPTH</b>	The mean horizontal distance between the front lot line and the rear lot line of a lot, measured within the lot boundaries.
<b>LOT LINE</b>	A line dividing one lot from another lot or from a street or alley.
<b>LOT LINE/FRONT</b>	A lot line which is a street lot line. Any street lot line of a corner lot may be established by the owner as the front lot line, but once established, shall not be altered.
<b>LOT LINE/REAR</b>	That boundary of a lot which is most distant from and is, or is approximately, parallel to the front lot line. If the rear lot line is less than ten feet (10') in length, or if the lot forms a point at the rear, the rear lot line shall be deemed to be a line ten feet (10') in length within the lot, parallel to, and at the maximum distance from, the front lot line.
<b>LOT LINE/SIDE</b>	Any boundary of a lot which is not a front or rear lot line. On a corner lot a side lot line may be a street lot line.
<b>LOT LINE/STREET</b>	A lot line dividing a lot from a street.
<b>LOT/REVERSED CORNER</b>	A corner lot where the street side lot line is substantially a continuation of the front lot line of the first lot to its rear.
<b>LOT/THROUGH</b>	A lot which has a pair of opposite lot lines along two (2) substantially parallel streets, and which is not a corner lot. On a through lot both street lot lines shall be deemed front lot lines.
<b>LOT/WIDTH</b>	The horizontal distance between the side lot lines of a lot, measured at the narrowest width within the first thirty feet (30') of lot depth immediately in back of the required front yard.
<b>LOT, ZONING</b>	A single tract of land located within a single block which (at the time of filing for a building permit) is designated by its owner or developer as a tract to be used, developed, or built upon as a unit, under single ownership or control. Therefore, a "zoning lot or lots" may or may not coincide with a lot of record.
<b>LUMINAIRE</b>	A complete lighting unit, including the lamp, reflectors, globes, lenses, shields, or other components designed to block, diffuse or distribute light. (Ord. 08-3049-32, eff. 08/11/08)

<b>MARQUEE</b>	A roof-like structure of a permanent nature which projects from a wall of a building. (Ord. 86-885-22)
<b><del>MEETING AND EVENTS CENTER</del></b>	<del>A non-residential building primarily used for the rental or leasing of space for use as a banquet hall, conference center, dance hall or meeting room.</del>
<b>MEMORIAL ASSEMBLY FACILITY</b>	A type of cemetery comprising an area and/or structure (i.e. columbarium) intended as a memorial for deceased persons and used for the burial, inurnment or interment of only cremated human remains. For the purpose of this Chapter, an outdoor Memorial Assembly Facility shall include the area and/or structure wherein the cremated human remains are buried, inurned or interned and the adjoining improvements intended for memorials, services or private reflection. (Ord. 08-3070-53)
<b>MEMORIAL GARDEN</b>	An area and/or structure intended as a memorial for deceased persons but which shall not be used as a CEMETERY. (Ord. 08-3070-53)
<b>MENTAL DISABILITY</b>	An individual or group of disorders that cause severe disturbances in thinking, feeling, and relating that can result in a substantially diminished capacity for coping with the ordinary demands of life. (Ord. 90-1162-66)
<b>MOBILE FOOD VENDOR</b>	A mobile vendor that transports and sells food and/or drinks from a designated vehicle or cart, which may include facilities for storage, preparation and cooking of food and/or drinks, for immediate public consumption.
<b>MOBILE SERVICES</b>	A mobile operation providing on-site services, including but not limited to car wash, product pick-up/distribution, and general vehicle maintenance and service, but not including major automotive repair and service.
<b>MOTOR VEHICLE</b>	Any passenger vehicle, truck, truck-trailer, trailer, or semi-trailer propelled or drawn by mechanical power.
<b>MULTI-USER BUILDING</b>	An office/industrial building that is occupied, or operated, by two or more business users or business tenants. (Ord. 09-3106-39, eff. 7/13/09)
<b>MULTIPLE-FAMILY STRUCTURE</b>	A residential structure with more than one dwelling unit with interior common habitable areas. (Amd. Ord. 95-1377-7, eff. 1/9/95)
<b>NO IMPACT</b>	The term "no impact" personal wireless service facility shall be defined as a facility which is: <ol style="list-style-type: none"> <li>1. Designed so as to completely conceal all components of the personal wireless service facility within a new or existing structure that is architecturally compatible with its surroundings; including, but not limited to, an antenna behind louvers, or in a false roof on a building, or inside a steeple, clock tower, flagpole (with a maximum diameter of 15 inches), campanile or bell tower; or</li> <li>2. Camouflaged so as to blend into its surroundings to such an</li> </ol>

extent that it is no more obtrusive to the casual observer than the structure on which it is (a) placed, such as a rooftop, lighting standard or existing tower; or (b) replacing, such as a school athletic field light standard, or other similar structure.

**NONCONFORMING/USE  
STRUCTURE, LOT**

Any Use, Structure or Lot which was lawfully established, either by right or by reason of a variance or special use, and becomes noncompliant with this Title by reason of an amendment to this Title that becomes effective following the attachment of vested rights to such use, structure or lot.

**NOXIOUS MATTER**

Material which is capable of causing injury or malaise to living organisms by chemical reaction, or is capable of causing detrimental effects upon the health, or the psychological, social, or economic well-being of human beings.

**NURSING HOME  
(CONVALESCENT HOME,  
SHELTERED CARE HOME)**

An establishment for the care of children or the aged or infirm. Such a home shall not contain equipment for or provide care in maternity cases or for psychotics or other unruly mentally deranged persons nor for surgical or medical cases commonly treated in hospitals.

**OCTAVE BAND**

A means of dividing the range of sound frequencies into octaves in order to classify sound according to pitch.

**ODOROUS MATTER**

Any matter or material that yields an odor which is offensive in any way. (Ord. 86-885-22)

**OFFICE**

A building or portion of a building wherein services are performed involving predominantly administrative, professional, or clerical operations. An office shall not include a **physician office** or the production, distribution or sales of goods or commodities which are physically located on the premises. (Ord. 90-1163-47)

**OPEN SALE LOT**

Any open space used or occupied for the purpose of buying and selling merchandise, passenger cars, trucks, commercial trailers, motor scooters, motorcycles, boats and monuments, or for the storing of same prior to sale. (Ord. 86-885-22)

**ORNAMENTAL METAL  
FENCE**

A fence constructed of wrought iron, aluminum or steel materials and designed with horizontal rails and other decorative elements, such as balusters, rings or finials, but which does not contain woven metallic materials in the style typical of chain link or cyclone fences. (Ord. 12-3233-03, eff. 1/23/12)

**OUTDOOR STORAGE**

The keeping in an unroofed area of any goods, junk, material, merchandise or vehicles in the same place for more than twenty four (24) hours. (Ord. 90-1163-47)

**PARKING AREA**

One or more parking spaces, and may also include access drives, aisles, ramps, and maneuvering area.

**PARKING LOT**

An area reserved or used for parking motor vehicles, hauling trailers or trailer-mounted boats on premises on which there is not a principal building.

<b>PARKING SPACE</b>	An accessible area used or intended for use for temporary storage of one motor vehicle, hauling trailer or trailer-mounted boat which parking space may be located in a private or storage garage, or in the open. In this definition, temporary storage shall be further limited to include only the storage of vehicles which are fully capable of legal operation on the public streets. Any other storage of vehicles shall be considered as the storage of goods and shall be prohibited except where specifically permitted by this Zoning Code.
<b>PARTICULATE MATTER</b>	Material which is suspended in or discharged into the atmosphere in a finely divided form as a liquid or solid at atmospheric temperature and pressure.
<b>PARTY WALL</b>	A wall which is common to but divides contiguous buildings. (Ord. 86-885-22)
<b>PERFORMING AND VISUAL ARTS STUDIO</b>	A business that provides instruction in various types of art, which includes, but is not limited to, music, dance, theater, painting, sculpture, photography, and provides performances and/or exhibits for an audience as an accessory use.
<b>PERSON</b>	Any corporation, partnership, individuals, or group of individuals, associations, or agent, so that any entity who would be subject to the Zoning Code would be defined as a person. (Ord. 86-885-22)
<b>PERSONAL RECREATION FACILITY</b>	An Accessory Structure intended for the purpose of private recreation activity conducted on a purpose-built court or field, including but not limited to basketball court, tennis court, volleyball court, etc.
<b>PERSONAL WIRELESS SERVICE/PERSONAL WIRELESS SERVICE FACILITIES</b>	A personal wireless service facility shall mean any facility of whatever kind or nature, except a small wireless facility, that receives, transmits or relays radio or microwave signals for cellular, PCS or other similar service. This shall include any installation or mounting structure or equipment and any appurtenant electronics necessary for the operation of the facility. This definition shall be inclusive of the definition of personal wireless service facility set forth in 47 USC 332(c)(7)(C), as amended now or in the future.
<b>PET DAYCARE</b>	A facility that provides temporary boarding, grooming, training and care for any combination of three (3) or more dogs, cats and other domestic animals. This shall not include breeding or sale of animals or veterinary services customarily offered at an Animal Clinic/Hospital.
<b>PHYSICAL DISABILITY</b>	A disability that may have been caused by a head injury, severe arthritis, stroke, muscular dystrophy, multiple sclerosis, spinal cord injury, and other causes that can substantially limit an individual's capacity to function in society. (Ord. 90-1182-66)
<b>PHYSICIANS OFFICE</b>	Establishment for the practice of general or specialized medicine; including but not limited to, offices of one or more physicians, dentists, clinical psychologists, clinical social workers, professional counsellors, acupuncturists, chiropractors, massage therapists, naprapaths, optometrists, estheticians, electrologists, occupational and physical therapists, dietitian nutritionists, and similar licensed medical or <del>chiropractic</del> professionals that does not include overnight care facilities.

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<b>PLAY STRUCTURE</b>	An Accessory Structure intended for the purpose of children's play, including but not limited to playhouse, jungle gym, swing set, or trampoline.
<b>PREMISES</b>	A distinct portion of real estate, land or lands with or without buildings or structures. It may or may not have the same meaning as "lot", "building", or "structure".
<b>PRINCIPAL STRUCTURE (BUILDING)</b>	A building in which is conducted the principal use of the lot on which it is located.(Amend Ord. 95-1397-27)
<b>PROPERTY LINE</b>	The line bounding a zoning lot, as defined herein.
<b>PUBLIC WAY</b>	Any sidewalk, street, alley, highway, or other public thoroughfare.
<b>RECORDING (OF A DOCUMENT)</b>	Officially record a document in the office of the Lake County Recorder.
<b>RECREATION FACILITY, PUBLIC</b>	A facility operated as a commercial business and open to the public for a fee, offering indoor party facilities and/or fitness/recreational sports featuring exercise and other active physical fitness conditioning or recreational sports activity, and which may include food service and/or the sale of alcoholic beverages to patrons, provided it is secondary and incidental to the primary recreational activity. Such facility shall not operate any Sexual Oriented Business, as defined in Section 6-7B-3 of this Title, or any establishment commonly known as a gun, shooting or firing range.
<b>RECREATION FACILITY, PRIVATE</b>	A facility offering fitness and/or recreational sports featuring exercise and other active physical fitness conditioning or recreational sports activity for members paying monthly and/or annual dues, and which may include food service and/or the sale of alcoholic beverages, provided it is secondary and incidental to the primary recreational operation. Such facility shall not operate any Sexual Oriented Business, as defined in Section 6-7B-3 of this Title, or any establishment commonly known as a gun, shooting or firing range.
<b>POOL HOUSE</b>	An Accessory Structure that serves and solely used in conjunction with an in ground swimming pool.
<b>RECYCLING COLLECTION POINT</b>	An incidental use that serves as a neighborhood drop-off point for temporary storage of recoverable resources. No processing of such items would be allowed. This facility would generally be located in a parking lot or in other public/quasi-public areas. (Ord. 90-1163-47)
<b>RESEARCH and DEVELOPMENT LABORATORY</b>	A building or group of buildings with facilities providing scientific, medical or product research, investigation, testing, or experimentation, but excluding manufacturing or sale of products. (Ord. 15-3372-99)
<b>RESERVOIR</b>	The term "reservoir" is commonly applied to waters held in storage in either artificial or natural basins and impoundments primarily for a source of water for power, Municipal, industrial, domestic, or flood

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	control uses. (Ord. 86-885-22)
<b>RESTAURANT, TABLE SERVICE</b>	Unpackaged food to the customer in a ready-to-consume state, in individual servings where food is served to the customer and the customer generally consumes these foods while seated at tables or counters located within, or immediately adjacent to, the building. Carry-out business shall be permitted at these establishments as a subsidiary use. (Ord. 02-1818-28) (Amd. Ord. 07-2983-11, eff. 5/14/07)
<b>RESTAURANT, FAST FOOD</b>	An establishment that is commonly referred to within the restaurant industry as a "QSR", or quick service restaurant. Characteristics common to a Fast Food Restaurant include one or more of the following: offers quick food service, a limited menu, food items pre-prepared or prepared quickly, orders are not-taken at the customers table, and food is generally served in disposable wrapping or containers. This type of establishment often times includes a drive-up or drive-through service facility. (Ord. Amd. 07-2983-11, eff. 05/14/07)
<b>RESTAURANT, CONVENIENCE</b>	An establishment commonly referred to within the restaurant industry as a "fast casual" restaurant. Characteristics common to a Convenience Dining Restaurant include: (a) the principal business model of the restaurant is to serve food at the patrons table; (b) limited menu items are made-to-order and are prepared only upon being ordered by the patron; and (c) the décor is more similar to a Table Service Restaurant than a Fast Food Restaurant. (Ord. Amd. 07-2983-11, eff. 05/14/07)
<b>RETENTION</b>	The permanent on-site maintenance of storm water.
<b>RINGELMANN CHART</b>	One which is described in the U.S. Bureau of Mines information Circular 8333, and on which are illustrated graduated shades of grey for use in estimating the light-obscuring capacity of smoke density.
<b>ROADSIDE STAND</b>	A structure for the display and sale of agricultural products, with no space for customers within the structure itself.
<b>ROOF-MOUNTED ANTENNA POLE</b>	Any structure that supports one or more antennas, and is designed and constructed to be attached, at its base, to the roof of an existing building.
<b>SATELLITE EARTH STATION ANTENNA</b>	Any dish-type satellite signal receiving station or disc antenna, whether flat or concave which is designed for receiving television, radio, data, microwave or other signals from satellites or other sources. (Amd. Ord. 95-1380-10, eff. 2/13/95)
<b>SCREEN</b>	Any permanent barrier comprised of natural or man-made materials which conceals from view all or any part of a deck or patio. (Amd. Ord. 12-3233-03, eff. 1/23/12)
<b>SCREENING</b>	A structure erected or vegetation planted for concealing from viewers the area behind it.
<b>SELF-SUPPORTING FENCE</b>	A fence made of rigid or semi rigid materials, capable of maintaining

its shape without sagging or having significant deflection between support posts. (Amd. Ord. 12-3233-03, eff. 1/23/12)

**SETBACK**

The distance required between any Lot Line and the Structure or the nearest supporting member of any structure on the lot. See Figure 1.

**SETBACK, FRONT**

The required distance measured from the front lot line to the nearest member of the Structure, extending between the side and/or corner side lot lines. See Figure 1.

**SETBACK, SIDE**

The required distance measured from the side lot line to the nearest member of the Structure, extending between the front and rear setbacks. See Figure 1.

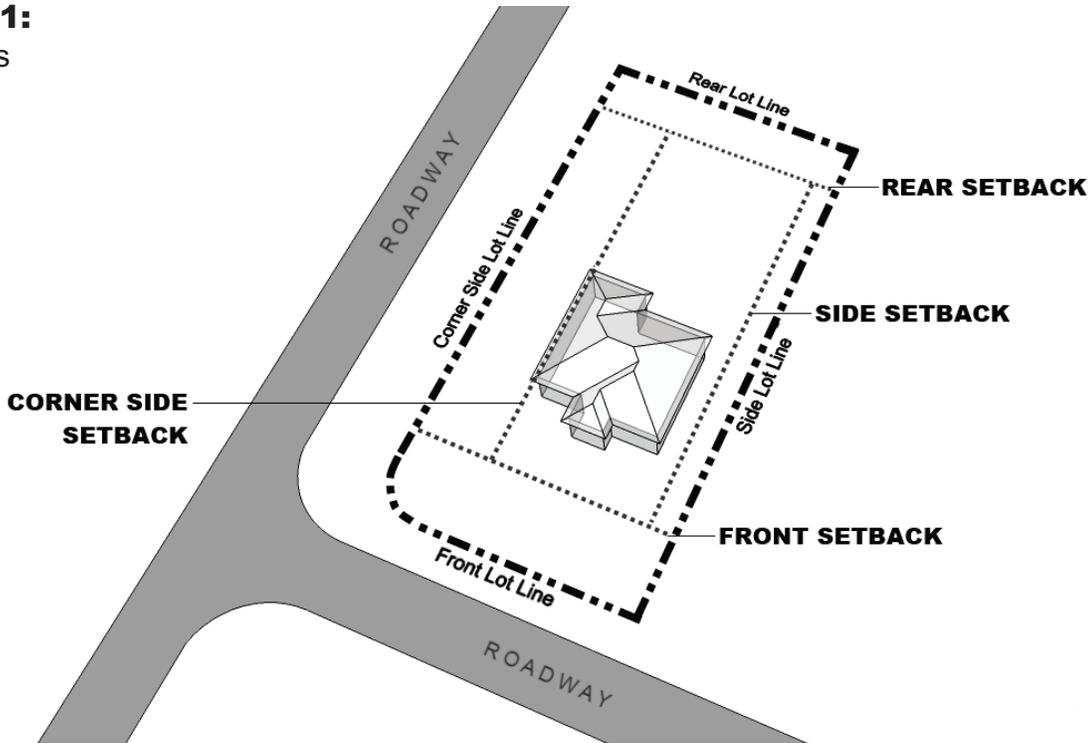
**SETBACK, REAR**

The required distance measured from the rear lot line to the nearest member of the Structure, extending between the side and/or corner side lot lines. See Figure 1

**SETBACK, CORNER SIDE**

The required distance measured from the side lot line adjoining a street, extending between the front and rear setbacks. See Figure 1.

**Figure 1:**  
Setbacks



**SHORT-TERM RENTAL**

The accessory use of a residential dwelling under a written or oral agreement providing for occupancy of all or part of the dwelling by any person other than the owner thereof in exchange for consideration therefor.

**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.

**SINGLE FAMILY ATTACHED STRUCTURE**

A residential structure with more than one dwelling unit with an independent means of egress and with no interior common habitable areas. (amd. Ord. 95-1377-7, eff. 1/9/95)

**SMALL WIRELESS FACILITY**

A wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than 6 cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other

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	services.
<b>SOUND LEVEL</b>	The intensity of sound of an operation or use as measured in decibels.
<b>SOUND LEVEL METER</b>	An instrument standardized by the American Standards Association for measurement of the intensity of sound.
<b>SPECIAL USE</b>	A "special use" of land or buildings, or both, described and permitted herein, is a use subject to special provisions and which because of unique characteristics cannot be properly classified as a permitted use. (Ord. 86-885-22)
<b>SPONSOR or SUPPORT STAFF</b>	Any person licensed or similarly authorized by an agency of the State of Illinois to operate a community residential home. (Ord. 90-1182-66)
<b>STORAGE STRUCTURE</b>	A fully enclosed roofed structure used solely for storage.
<b>STORY</b>	That portion of a building included between the surface of any floor and the surface of the floor above; or if there is no floor above, the space between the floor and the ceiling above. An English Basement shall be counted as a story, but a basement or cellar shall not be counted as a story.
<b>STORY/HALF</b>	A space under a sloping roof which has the line of intersection for roof decking and wall below the ceiling level of the top floor.
<b>STREAM</b>	Any natural, artificial, or channelized watercourse that transports continuous or periodic flowing water.
<b>STREET</b>	A publicly dedicated right of way not less than fifty feet (50') in width or a permanently reserved easement of access approved by the Board of Trustees, which affords a primary means of access to abutting property.
<b>STRUCTURAL ALTERATIONS</b>	Any change, other than incidental repairs in the supporting members of a building or structure, such as bearing walls or partitions, columns, beams, or girders; or any substantial change in the roof or exterior walls.
<b>STRUCTURE</b>	Anything erected, the use of which requires more or less permanent location on the ground or attachment to something having a permanent location on the ground. An advertising or business sign, if detached or projecting from a building, shall be construed to be a separate structure. Accessory Structures shall be considered Structures notwithstanding whether they are permanently affixed or mounted to one location on the ground or attached to something having a permanent location on the ground. (Amd. Ord. 06-2011-02, eff. 1/23/06)
<b>STRUCTURE, SEASONAL</b>	An Accessory Structure located on residential property used for temporary seasonal use, including but not limited to, shade structures, and temporary ice rinks.
<b>STRUCTURE, TEMPORARY</b>	A structure located on non-residential property for temporary use and is removed when the permitted time period, activity, or use for which the temporary structure was erected has ceased.

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<b>SUPERVISION</b>	The act of assuming responsibility for the day-to-day operation of a community residential home that includes, without limitation, the performance of any act that requires licensing, certification or such similar authorization by an agency of the State of Illinois of competent jurisdiction.
<b>SUPPORT SERVICES</b>	Those services provided to residents in order to facilitate their integration into the community and to improve their level of functioning and independence. (Ord. 90-1182-66)
<b>SURFACE WATER ELEVATION</b>	The normal water level elevation of a lake, stream, or stream bed as depicted on the United States Geological Survey (U.S.G.S.) flood plain topographic maps. If "surface water elevation" datum specified by the Illinois Department of Transportation - Division of Water Resources is more current than U.S.G.S. flood plain topographic maps, Division of Water Resources information may be used.
<b>TEMPORARY EVENT</b>	An organized occasion, activity, or gathering for public attendance on private property, which may be conditioned upon participant registration, for a fixed, short time period.
<b>TEMPORARY SALES</b>	Temporary sales of overstock and similar products manufactured, warehoused or distributed in the normal business operation of the principal use.
<b>TENT, PERMANENT</b>	An enclosure or shelter with walls and roofing constructed of pliable and non-pliable materials, installed on a permanent foundation, and intended for assembly use,
<b>TENT, TEMPORARY</b>	An enclosure or shelter with walls or roofing constructed of pliable materials and intended for seasonal use.
<b>THREE-COMPONENT MEASURING SYSTEM</b>	A complement of instruments or seismograph which can record, simultaneously, vibration vectors in three (3) mutually-perpendicular directions.
<b>TOXIC MATERIAL</b>	Any substance (liquid, solid, or gaseous) which by reason of an inherent deleterious property when emitted in any amount, is injurious to plants, animals, or human beings.
<b>TRAILER</b>	Any vehicle, house, car, camp car, recreational vehicle, or any portable or mobile vehicle on wheels, jacks, horses, skids, or blocks, and with or without motive power; which is used, adapted, or designed for living, sleeping, business, trade, occupation, or storage purposes. A permanent foundation shall not change its character unless the entire structure meets Village Building Code regulations.
<b>TRANSIENT GUEST</b>	A tenant who does not have a lease and occupies an apartment, lodging room, or other living quarters on a month to month, week to week, or day to day basis.
<b>TREE CHIPPING</b>	The process whereby parts of trees, and no other forms of landscape waste, are received, stored and processed for sale to end markets in the form of raw materials or products.(Ord. 06-2948-40, eff. 8/14/06)
<b>TUTORING CENTER</b>	An office or classroom-style space where students receive assistance

in either a personal or small group setting to become more successful academically.

**URGENT MEDICAL CARE CENTER/CLINIC**

An establishment comprised of physicians and other medical staff engaged in providing surgical services or emergency care services on an outpatient basis.

**USE**

The purpose or activity for which the land, building or structure thereon, is designed, arranged, or intended or for which it is occupied or maintained.

**USE, PERMITTED**

Any building, structure, or use which complies with the applicable regulation of this Code governing permitted uses in the zoning district in which such building, structure or use is located.

**USE, PRINCIPAL**

The main use of land, building or structure as distinguished from a subordinate or accessory use.

**USE, TEMPORARY**

A use permitted for a limited duration and is discontinued upon the expiration of the approved time period.

**VARIANCE**

A relaxation of the terms of the Zoning Code 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 FUELING STATION**

Any building or portion thereof or premises used primarily for dispensing or offering for sale at retail to the public, vehicle fuels, gasoline, petroleum products, and other permitted retail goods. (Ord. 97-1494-18 eff. 6/9/97)

**VEHICLE REPAIR (AUTOMOBILE REPAIR)**

The general repair, engine, rebuilding or reconditioning of vehicles, collision service such as body, frame and fender straightening and repair, and painting of motor vehicles. (Ord. 97-1494-18 eff. 6/9/97)

**VEHICLE SERVICE STATION (AUTOMOBILE SERVICE STATION)**

Any building or portion thereof or premises used primarily for the dispensing or offering of vehicle fuels, petroleum products, and other permitted retail goods. Light maintenance and service activities such as tire repairs, battery replacement, lubrication, engine tune-ups, and minor repairs may be conducted within the completely enclosed building on the site. Vehicle Service Stations shall not include vehicle repairs other than as stated in this definition. (Ord. 97-1494-18 eff. 6/9/97)

**VEHICLE WASH (AUTOMOBILE LAUNDRY)**

A completely enclosed building or portion thereof containing equipment or providing space or water for cleaning vehicles defined in the Illinois Vehicle Code as first division and Class B vehicles up to, and including 8,000 pounds, as a special accessory use to another principal permitted or special use in the zoning district. (Ord. 97-1494-18 eff. 6/9/97)

**WAREHOUSE**

A structure, part thereof, or area used principally for the storage of goods and merchandise.

**WATCHMAN'S QUARTERS**

Working facilities for an owner/operator or employee to provide twenty four (24) hour security in any zoning district where such accommodations are a permitted use. Watchman's quarters shall not serve as a primary residence for a watchman.

**WHOLESALE ESTABLISHMENT**

A business establishment engaged in selling to retailers or jobbers rather than consumers.

**YARD**

An open space on a lot which is unoccupied and unobstructed from its lowest level to the sky, except by natural features and as otherwise permitted in this Zoning Code. No yard provided for any building and required for the purpose of complying with this Zoning Code shall again be used as a yard for any other building.

**YARD/CORNER SIDE**

A side yard which adjoins a public street. See Figure 2.

**YARD/FRONT**

A yard extending from the abutting roadway to the front of the Structure and extending the full width of the lot. See Figure 2.

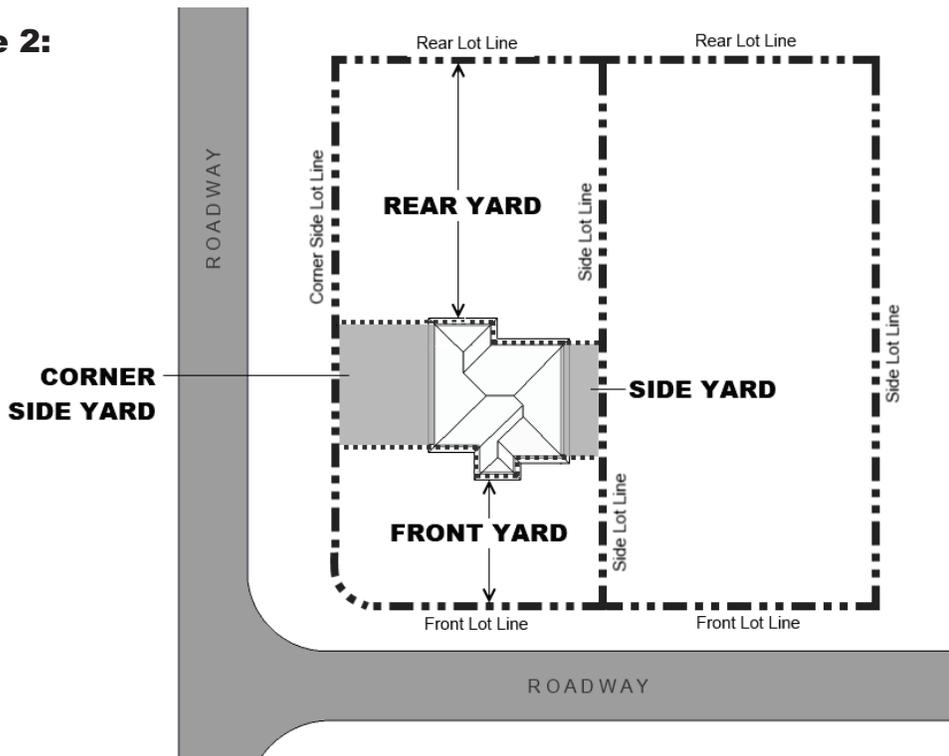
**YARD/REAR**

A yard extending from the rear lot line to the rear of the Structure and extending for the full width of the lot. See Figure 2.

**YARD/SIDE**

A yard extending from a side lot line to the side of the Structure, extending between the front and rear yards. See Figure 2.

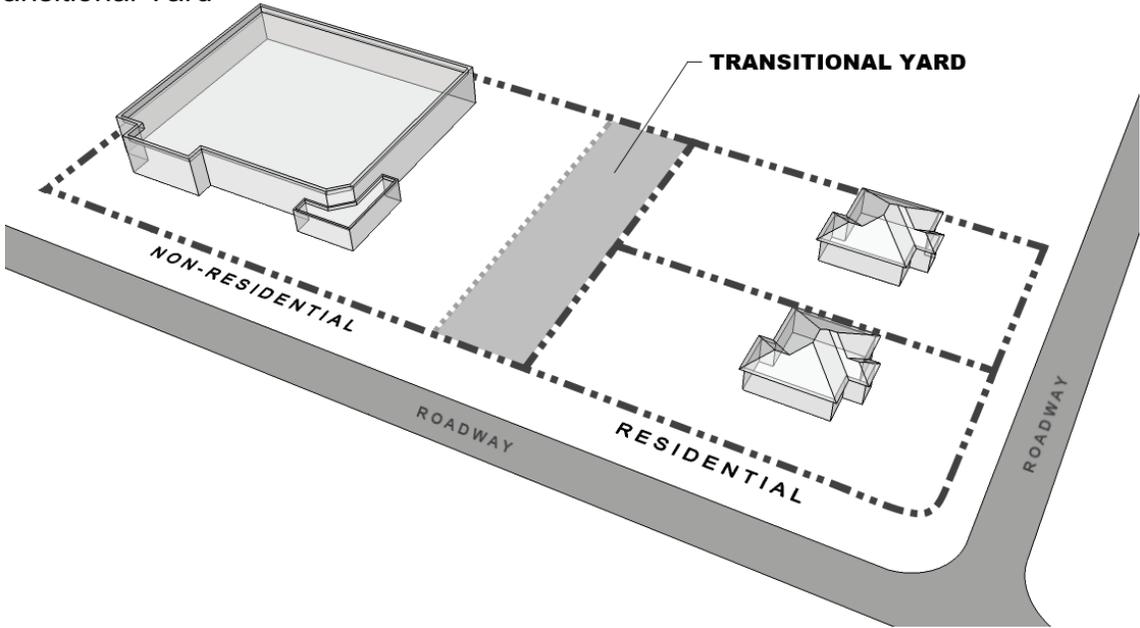
**Figure 2:**  
Yards



**YARD/TRANSITIONAL**

A yard which serves as a buffer between two incompatible zoning districts, when such yard of a non-residential zoning lot adjoins a residential zoning district. See Figure 3.

**Figure 3:**  
Transitional Yard



**ZONING ADMINISTRATOR**

The officer and assistant designated by the Village Board of Trustees as the officer responsible for enforcing and administering all requirements of this Zoning Code.

**ZONING EXCEPTION  
CERTIFICATE**

Refers to the written approval of the Zoning Administrator which indicates granting of relief from any of the provisions of this Code due to establishment as a lawful nonconforming building, structure or use, establishment as a lawful special use, the granting of a variation by the Board of Trustees, or court action granting the zoning exception. (Ord. 86-885-22)

# **TITLE 6: Zoning**

## **CHAPTER 8: Office/Industrial District**

**Last revised: 11/30/18**



### **Sections:**

- 6-8-1: Intent and Purpose
- 6-8-2: Subdistricts Established
- 6-8-3: General Requirements and Restrictions
- 6-8-4: Performance Standards
  - 6-8-4-1: Noise
  - 6-8-4-2: Vibration
  - 6-8-4-3: Air Pollution
  - 6-8-4-4: Toxic Substances
  - 6-8-4-5: Water Pollution
  - 6-8-4-6: Fire and Explosion Hazards
  - 6-8-4-7: Additional Restrictions
- 6-8-5: Permitted Uses and Special Uses
- 6-8-6: Prohibited Uses
- 6-8-7: Lot Sizes and Floor Area Ratio Requirements
- 6-8-8: Building Setbacks
- 6-8-9: Building Height
- 6-8-10: Signs
- 6-8-11: Off-Street Parking and Loading
- 6-8-12: Landscaping

### **6-8-1: Intent and Purpose**

The O/I (Office/Industrial) District is intended to accommodate office buildings, highly restrictive industrial and warehousing uses, and limited commercial activities in a mutually compatible environment which necessitate suitable separation from residential development. Uses permitted in the O/I District shall be restricted to those which require a pleasant, hazard-and- nuisance-free environment and do not create either an appreciable nuisance or hazard to other property, individuals, or the public in general.

### **6-8-2: Subdistricts Established**

The District is divided into four (4) subdistricts for the purpose of accommodating office-industrial developments of different bulk character.

- A. The O/Ia, a subdistrict, is intended to be located along State Highways 21 and 22 and shall be for office use with no industrial or warehousing uses or activities whatsoever permitted.
- B. The O/Ib subdistrict is intended primarily to accommodate office dominant uses where combinations of office/restricted light industrial or office-warehousing uses are to be accommodated as long as twenty five percent (25%) of the gross floor area of the original principal structure on the zoning lot is devoted to office activities.
- C. The O/Ic subdistrict is a restricted light industrial district. It is meant to be located off of secondary roads which are within industrial park developments. Uses permitted in the O/Ia and O/Ib subdistricts are encouraged in the O/Ic subdistrict.
- D. The O/I d subdistrict is designed to accommodate uses similar in character to those

permitted in the O/lc, and in addition, to industrial users who require rail service, which requires a special use permit, while maintaining a controlled structural and activity environment which meets the criteria of bulk regulations, performance standards and other design standards and regulations as contained herein. It is further intended to permit such uses to occur on smaller lots than those permitted in the O/lc subdistrict. O/ld subdistrict is appropriate for areas along and adjacent to railroad lines which offer rail access to industrial users. Uses permitted in the O/la, O/lb, and O/lc subdistricts are also encouraged in the O/ld subdistrict.

### **6-8-3: General Requirements and Restrictions**

- A. No building or zoning lot shall be devoted to any use other than uses permitted hereinafter in the zoning district in which such building or zoning lot shall be located, with the exception of the following:
1. Uses lawfully established on the effective date of this Chapter.
  2. Special uses allowed in accordance with the provisions hereof.
  3. Uses established prior to the effective date of this Chapter shall be rendered nonconforming and subject to the regulations of Chapter 13 of this Title.
- B. Dwelling units are not permitted, unless otherwise permitted in this Chapter.
- C. Special uses shall be permitted in the zoning districts indicated, subject to procedures outlined in Section 6-14-11 of this Title.
- D. All activities including manufacturing, storage, merchandise display, business operations and service or maintenance shall be conducted within completely enclosed buildings, except areas specifically set aside for refuse collection or pick-up. All refuse collection or pick-up areas shall be completely screened by permanent construction material on all sides, as regulated in Section 6-15-3(B)(4).

All loading berths on zoning lots in the O/lb District shall be within completely enclosed buildings. All utilities shall be placed underground. (Ord. 80-632-89)

- E. All drives, loading dock aprons, parking areas, and walkways throughout the site shall be paved with asphalt or concrete material. Areas not covered by impervious materials shall be fully landscaped and maintained with grass, groundcover, trees and shrubs.
- F. To the extent of any conflict between the provisions of this Chapter and the provisions of any applicable Village building, subdivision or fire codes, the most strict provision shall prevail and be applicable. (Ord. 80-632-89; and. Ord. 82-742-49)

### **6-8-4: Performance Standards**

Any use established in an Office/Industrial District after the effective date of this Chapter shall be so operated as to comply with the performance standards established hereafter. Any use already established on the effective date of this Chapter shall be permitted to be altered, enlarged, expanded, or modified, providing that the addition conforms to the performance standards established hereinafter for the district in which such use is located. In any event, every use of land or structure shall be operated in compliance with all applicable local, State,

and Federal regulations including the State of Illinois Pollution Control Board rules and regulations hereby incorporated by reference.

Every application for a building permit or occupancy permit within an Office/Industrial District shall have affixed to it the certificate of a licensed architect or a registered professional engineer licensed by the State of Illinois certifying that the building or structure, and the proposed use thereof, complies with all of the provisions of this Zoning Code respecting performance standards for industrial and similar uses. The Director of Building and Zoning shall, upon receipt and upon complete review (either by said Director and/or any outside technical review agency selected by the Village) of such application, approve and authorize the issuance of a building permit or occupancy permit as the case may be, provided the applicant has complied with all other relevant provisions of this Code. If the Director of Building and Zoning determines it desirable to have some outside technical agency review the plans and application, then the applicant shall pay to the Village in advance a sum sufficient to reimburse the Village for such technical reviews. The Director of Building and Zoning may, however, withhold issuance of a building permit or occupancy permit as a result of examination of the plans or on the basis of other evidence if he determines that the proposed activity will not in fact comply with the performance standards and he shall so advise the architect or engineer in writing of such denial. The Director of Building and Zoning may also obtain an injunction or other appropriate legal or equitable relief, including but not limited to specific performance, writ of mandamus or mandatory injunction, to prevent, remedy, or abate any violations which occur after a building or occupancy permit is issued, which relief shall be in addition to any ordinance prosecutions for fines only. Each day a violation exists shall be considered a separate occurrence and offense as outlined in Section 6-1-5 of this Zoning Code.

#### **6-8-4-1: Noise**

A. Definitions: (All definitions of acoustical terminology shall be in conformance with those contained in ANSI (American National Standards Institute, Inc.) S1.1-1960 "Acoustical Terminology").

ANSI	American National Standards Institute, Inc. or its successor bodies.
A-Weighted Sound Level	In decibels, a frequency weighted sound pressure level, determined by the use of the metering characteristics and A-weighted network specified in ANSI S1.4-1971 "Specifications for Sound Level Meters" and the latest revision thereof.
Construction	On-site erection, fabrication, installation, alteration, demolition or removal of any structure, facility, or addition thereto, including all related activities, including, but not restricted to, clearing of land, earthmoving, blasting and landscaping.
Daytime Hours	7:00 A.M. to 7:00 P.M., local time.
dB(A)	Sound level in decibels determined by the A-weighting of a sound level meter.
Decibel (dB)	A unit of measure, on a logarithmic scale to the base 10, of the

	ratio of the magnitude of a particular sound pressure to a standard reference pressure, which, for purposes of this regulation, shall be twenty (20) micronewtons per square meter (uN/m <sup>2</sup> ).
Fast Meter Response	The dynamic characteristic specified as "FAST" in ANSI 51.4-1971 "Specifications for Sound Level Meters" and the latest revision thereof.
Impulsive Sound	Either a single pressure peak or a single burst (multiple pressure peaks) for a duration less than one second.
Nighttime hours	7:00 P.M. to 7:00 A.M., local time.
Octave Band Sound Pressure Level	The sound pressure level for the sound being measured contained within the specified octave band. The reference pressure is twenty (20) micronewtons per square meter.
Preferred Frequencies	Those frequencies in Hertz preferred for acoustical measurements which, for the purposes of this regulation, consist of the following set of values: 20, 25, 31.5, 40, 50, 63, 80, 100, 125, 160, 200, 250, 315, 400, 500, 630, 800, 1000, 1250, 1600, 2000, 2500, 3150, 4000, 5000, 6300, 8000, 10,000, 12,500.
Prominent Discrete Tone	<p>Sound, having a one-third octave band sound pressure level which when measured in a one-third octave band at the preferred frequencies, exceeds the arithmetic average of the sound pressure levels of the two (2) adjacent one-third octave bands on either side of such one-third octave band by:</p> <p>A. 5 dB for such one-third octave band with a center frequency from 500 Hertz to 10,000 Hertz, inclusive. Provided, such one-third octave band sound pressure level exceeds the sound pressure level of each adjacent one-third octave band, or;</p> <p>B. 8 dB for such one-third octave band with a center frequency from 160 Hertz to 400 Hertz, inclusive. Provided, such one-third octave band sound pressure level exceeds the sound pressure level of each adjacent one-third octave band, or;</p> <p>C. 15 dB for such one-third octave band with a center frequency from 25 Hertz to 125 Hertz, inclusive. Provided, such one-third octave band sound pressure level exceeds the sound pressure level of each adjacent one-third octave band.</p>
Sound	An oscillation in pressure in air.

**Sound Pressure Level** In decibels, twenty (20) times the logarithm to the base 10 of the ratio of the magnitude of a particular sound pressure to the standard reference pressure. The standard reference pressure is twenty (20) micronewtons per square meter.

**Unregulated Safety** A safety relief valve used and designed to be actuated Relief Valve by high pressure in the pipe or vessel to which it is connected and which is used and designed to prevent explosion or other hazardous reaction from pressure buildup, rather than being used and designed as a process pressure blowdown.

- B. **Prohibition of Noise Pollution:** No person shall cause or allow the emission of sound beyond property lines so as to cause noise pollution or a nuisance in Lincolnshire, or so as to violate any provision of this Zoning Code.
- C. **Measurement Techniques:** Test procedures to determine whether emission of sound is in conformance with this regulation shall be in substantial conformity with Standards and Recommended Practices established by the American National Standards Institute, Inc., (ANSI), and the latest revisions thereof, including ANSI S1.1-1960, ANSI S1.6-1967, ANSI S1.8-1969, ANSI S1.2-1962, ANSI S1.4-1971 - Type 1 Precision, ANSI S1.11-1966 and ANSI S1.13-1971 Field Method.
- D. **Sound Emitted to Residential (R) Districts During Daytime Hours:** Except as elsewhere provided in this regulation, no use shall cause or allow the emission of sound during daytime hours from any noise source located in the O/I District, to any receiving residential districts or developments and any public school buildings or sites (hereinafter collectively referred to as R District) which exceeds the allowable octave band sound pressure level specified in Table 1, when measured at any point within such receiving R District; provided, however, that no measurement of sound pressure levels shall be made less than twenty five feet (25') from such noise source.

<b>TABLE 1</b>	
<b>Octave Band Center Frequency (Hertz)</b>	<b>Allowable Octave Band Sound Pressure Levels (dB) of Sound Emitted to any Receiving R District from O/I District</b>
31.5	72
63	71
125	65
250	57
500	51
1000	45
2000	39
4000	34
8000	32

- E. **Sound Emitted to R District During Nighttime Hours:** Except as elsewhere provided in this

regulation, no use shall cause or allow the emission of sound during nighttime hours from any noise source located in the O/I District to any receiving R District which exceeds any allowable octave band sound pressure level specified in Table 2, when measured at any point within such receiving R District; provided, however, that no measurement of sound pressure levels shall be made less than twenty five feet (25') from such noise source.

TABLE 2	
Octave Band Center Frequency (Hertz)	Allowable Octave Band Sound Pressure Levels (dB) of Sound Emitted to any Receiving R District from O/I District
31.5	63
63	61
125	55
250	47
500	40
1000	35
2000	30
4000	25
8000	25

F. Sound Emitted to Business (B) Districts: Except as elsewhere provided in this regulation, no use shall cause or allow the emission of sound from any noise source located in the O/I District land to any receiving business (B) district (hereinafter referred to as B District) which exceeds any allowable octave band sound pressure level specified in Table 3, when measured at any point within such receiving B Districts; provided, however, that no measurement of sound pressure levels shall be made less than twenty five feet (25') from such noise source.

TABLE 3	
Octave Band Center Frequency (Hertz)	Allowable Octave Band Sound Pressure Levels (dB) of Sound Emitted to any Receiving R District from O/I District
31.5	79
63	78
125	72
250	64
500	58
1000	52
2000	46
4000	41
8000	39

G. Sound Emitted In/To the O/I District: Except as elsewhere provided in this regulation, no use shall cause or allow the emission of sound from any noise source located in the O/I District to any receiving neighboring lot in the O/I District which exceeds any allowable octave band sound pressure level specified in Table 4, when measured at any point within such receiving O/I District; provided, however, that no measurement of sound pressure levels shall be made less than twenty five feet (25') from such noise source. (Ord. 80-632-39)

TABLE 4		
Octave Band Center Frequency (Hertz)	Allowable Octave Band Sound Pressure Levels (dB) of Sound Emitted to any O/I Lot from Neighboring O/I Lots	
	As Measured in O/Ia, b, & c	As Measured in O/I d
31.5	79	80
63	78	79
125	72	74
250	64	69
500	58	63
1000	52	57
2000	46	52
4000	41	48
8000	39	45

(Ord. 85-817-01)

- H. Impulsive Sound: No person shall cause or allow the emission of impulsive sound from any noise source located in the O/I District to any receiving R or B District or O/I lot which exceeds the allowable dB(A) sound level specified in Table 5, when measured at any point within such receiving R or B District or O/I lot; provided, however, that no measurement of sound levels shall be made less than twenty five feet (25') from the noise source. (Ord. 80-632-39)

TABLE 5			
Allowable dB(A) Sound Levels of Impulsive Sound Emitted from O/I Districts to Designated Classes of Receiving Uses			
O/Ia, b, & c	O/I d	Non-Residential	Residential
57	61	50	45

(Ord. 85-817-01)

- I. Prominent Discrete Tones:
  - 1. No use shall cause or allow the emission of any prominent discrete tone from any noise source located in the O/I District land to any receiving R or B District or neighboring O/I lot; provided, however, that no measurement of one-third octave band sound pressure levels shall be made less than twenty five feet (25') from such noise source.
  - 2. This rule shall not apply to prominent discrete tones having a one-third octave band sound pressure level 10 or more dB below the allowable octave band sound pressure level specified in the applicable table in subsections D through G for the octave band which contains such one-third octave band.
- J. Exceptions:
  - 1. Subsections D through I, inclusive, shall not apply to sound emitted from emergency warning devices and unregulated safety relief valves.

2. Subsections D through I, inclusive, shall not apply to sound emitted from lawn care maintenance equipment and snow blowers and similar snow removal equipment used during daytime hours.
3. Subsections D through I, inclusive, shall not apply to sound emitted from equipment being used for temporary construction between the hours of seven o'clock (7:00) A.M. to seven o'clock (7:00) P.M. of each day. (Ord. 80-632-39)
4. Subsections D through I, inclusive, shall apply to sound emitted from trucks and vehicles under the control of the property user and/or owner, except for vehicles entering and leaving the property. Examples of sound from such vehicles and trucks not either entering or leaving the premises are idling engines and trailer mounted refrigeration units. Sound emitted from railroad facilities shall be exempt. (Ord. 80-632-39; and. Ord. 85-817-01)

### **6-8-4-2: Vibration**

#### A. Definitions:

Amplitude	The maximum displacement of the earth from the normal rest position. Displacement is usually reported as inches per mils.
Discrete Impulses	A ground transmitted vibration stemming from a source where specific pulses do not exceed sixty (60) per minute (or one per second).
Frequency	The number of times that a displacement completely repeats itself in one second of time. Frequency may be designated in cycles per second (cps) or Hertz (Hz).
Impact	An earthborne vibration generally produced by two (2) or more objects striking each other so as to cause separate and distinct pulses.
Particle Velocity	A characteristic of vibration that depends on both displacement and frequency. If not directly measured, it can be computed by multiplying the frequency by the amplitude times the factor 6.28. The particle velocity will be in inches per second, when the frequency is expressed in cycles per second and the amplitude in inches.
Seismograph	An instrument which measures vibration characteristics simultaneously in three (3) mutually perpendicular planes. The seismograph may measure displacement and frequency, particle velocity, or acceleration.
Steady State	A vibration which is continuous, as from a fan, compressor, or motor.
Vibration	A reciprocating motion transmitted through the earth, both in horizontal and vertical planes.

- B. Instrumentation: Ground-transmitted vibration shall be measured with a seismograph or complement of instruments capable of recording vibration displacement, particle velocity, or acceleration and frequency simultaneously in three (3) mutually perpendicular directions.

- C. Maximum Permitted Vibration Levels: Table 1 designates the applicable lines of Table 2 that apply on or beyond adjacent lot lines within the district, and on or beyond appropriate district boundaries. Vibration shall not exceed the maximum permitted particle velocities in Table 2. Where more than one set of vibration levels apply, the most restrictive shall govern. Readings may be made at points of maximum vibration intensity.

TABLE 1 Steady-State Vibration Limits for the O/I District		
Maximum Peak Particle Velocity (inches per second)		
O/I Lot Line and B District	R District	
0.06	Day	Night
	0.03	0.01

Nighttime limits shall be considered to prevail from seven o'clock (7:00) P.M. to seven o'clock (7:00) A.M., local time.

The maximum particle velocity shall be the maximum vector sum of three (3) mutually perpendicular components recorded simultaneously. Particle velocity may also be expressed as 6.28 times the displacement in inches multiplied by the frequency in Hertz (cycles per second).

For purposes of this regulation, steady-state vibrations are vibrations which are continuous, or vibrations in discrete impulses more frequent than sixty (60) per minute. Discrete impulses which do not exceed sixty (60) per minute, shall be considered impact vibrations.

The values presented in Table 1 shall be doubled for impact vibrations.

**6-8-4-3: Air Pollution**

A. Definitions:

Opacity      A condition which renders material partially or wholly impervious to transmittance of light and causes obstruction of an observer's view. For the purpose of these regulations, the following equivalence between opacity and Ringelmann shall be employed:

Opacity Percent	Ringelmann No.
10	0.5
20	1
30	1.5
40	2
60	3
80	4
100	5

Particulate      Any solid or liquid material, other than water, which exists in finely divided form.

Ringelmann The chart published and described in the Bureau of Mines, U.S. Department of Interior, Information Circular 8333(Revision of IC 7718) May 1, 1967, or any adaptation thereof which has been approved by Lincolnshire.

Smoke Small gas borne particles resulting from incomplete combustion, consisting predominantly but not exclusively of carbon, ash and other combustible material, that form a visible plume in the air.

- B. Visual Emissions: In the O/I District, no use shall cause or allow emission of smoke or other particulate matter into the atmosphere having an opacity greater than ten percent (10%).

For the purpose of soot blowing or equipment breakdown, emissions of smoke or other particulate matter may exceed an opacity of ten percent (10%) but it shall be limited to no more than three (3) times in any twenty four (24) hour period and shall not be greater than forty percent (40%) for a period or periods aggregating three (3) minutes in any sixty (60) minute period.

Opacity limitations shall not apply to emissions of uncombined water or water vapor. The determination of opacity of a smoke or particulate emission shall be in accordance with the procedures adopted by the State of Illinois Air Pollution Control Regulations.

- C. Particulate Matter Emissions: In the O/I District, no use shall cause or allow the emission of particulate matter, through one or more stacks, vents, ducts, or chimneys into the atmosphere in excess of 0.2 pound per hour, per acre of property. Tests for particulate matter shall be conducted in accordance with State of Illinois Air Pollution Control Regulations.

- D. Fugitive Particulate Matter: In the O/I District, no use shall cause or allow the emission of fugitive particulate matter across lot lines which is visible by an observer looking generally toward the zenith, beyond the property line. Total suspended particulate concentrations across lot lines shall not exceed twenty five (25) micrograms per cubic meter above background. No outdoor stockpiling of uncontained powdered or granular material subject to dusting is permitted.

- E. Odors:

1. Definitions:

Habitable Elevation The height of the highest space in any existing or future building which is designed for use as a residence or working area of persons.

Odor Concentration The number of cubic feet that one cubic foot of sample will occupy when diluted to the odor threshold. It is measured in the number of odor units in one cubic foot of the sample and expressed in odor units per cubic foot.

Odor Unit One cubic foot of air at the odor threshold.

2. The release of odorous matter in the manufacturing districts shall comply with the

following regulations. Odor units and odor concentrations shall be determined in accordance with the State of Illinois Air Pollution Regulation (ASTM D-1391-57 as determined by Mills adaptation).

3. In the O/I District, the release of odorous matter from any operation, activity or use shall not cause or create a concentration in excess of one odor unit at any time when measured beyond the lot line, either at ground level or at habitable elevation.
- F. Airborne Toxic Matter: In the O/I District, the release of airborne toxic matter shall comply with applicable State of Illinois and Federal regulations. Maximum concentrations across lot lines at habitable elevations shall not exceed those concentrations promulgated by the State and Federal governments as being acceptable to the general population. For those toxic materials not listed, the maximum allowable concentration measured across lot lines at any habitable elevation shall not exceed three percent (3%) that permitted an industrial worker.

Concentrations shall be measured and calculated as the highest average that would occur over a continuous twenty four (24) hour period.

#### **6-8-4-4: Toxic Substances**

A. Definition:

**Toxic Substance** Any gas, liquid, solid, semisolid substance or mixture of substances, which if discharged into the environment could, alone or in combination with other substances likely to be present in the environment, cause or threaten to cause bodily injury, illness, or death to members of the general public through ingestion, inhalation, or absorption through any body surface. In addition, substances which are corrosives, irritants, strong sensitizers, or radioactive substances shall be considered toxic substances for the purposes of this regulation.

- B. The use, storage, handling or transport of toxic substances shall comply with the Illinois Pollution Control Board requirements.
- C. In the O/I District, any toxic substance listed by the U.S. Department of Health and Human Development (Public Health Service, Center for Disease Control, National Institute for Occupational Safety and Health, "Registry of Toxic Effects of Chemical Substances"), as revised from time to time, contained in one or more containers within the lot line in quantities in excess of one hundred (100) gallons as a liquid, one thousand (1,000) pounds as a solid or one hundred (100) pounds as a gas shall not be permitted.
- D. In the O/I District, the storage, utilization, manufacture or handling of any radioactive substance contained in one or more containers within lot lines in a quantity of one curie or more shall not be permitted.
- E. In the O/I District, the storage, utilization, manufacture or handling of any toxic or radioactive substance shall be allowed only as a special use and only after a special use permit is granted under the standards set forth above.

**6-8-4-5: Water Pollution**

In the O/I District, all uses shall comply with the State of Illinois Pollution Control Board rules and regulations, Chapter 3, entitled, "Water Pollution".

**6-8-4-6: Fire and Explosion Hazards**

- A. In the O/I District, activities involving the storage, handling, utilization, or manufacture of materials or products which decompose by detonation and which are classified by the Department of Transportation as Explosive A (and/or by the United Nations as UN Class 1.1 or 1.2), Explosive 8 (and/or by the United Nations as UN Class 1.3), or Explosive C (and/or by the United Nations as UN Class 1.4), as such classes are amended from time to time (See C.F.R. 49, Parts 100 to 177), shall be permitted only as a special use, in accordance with the standards set forth below, provided that such quantities do not exceed the limits set forth in the following Table 1. Explosives categorized or classified by the Department of Transportation as "Forbidden" or "Restricted" shall not be permitted. Permitted explosives shall be stored, utilized, handled and manufactured in accordance with National Fire Protection Association - National Fire Codes (as adopted by the Village) and all other applicable Village regulations and ordinances. The storage and accountability of permitted explosives shall comply with applicable Department of the Treasury, Bureau of Alcohol, Tobacco and Firearms Regulations ("Your Guide to Explosive Regulations" as most recently amended and as amended from time to time - ATF P 5400.7). This includes the requirement for an explosives permit (18 USC Chapter 40).
- B. In the O/I District, the storage, utilization, handling or manufacture of radioactive isotopes (fissionable material) (regardless of atomic mass) shall not be permitted except as a special use and only after a special use permit is granted under the standards set forth in this Section 6-8-4-6, and also shall not be permitted unless the material is contained in an approved (by the Village) shielded and fire resistant container from which it is never removed. Radioactive isotopes (fissionable materials) in such shielded and fire resistant containers which are granted a special use shall be classified for the purposes of the O/I District as Explosive A materials and shall comply with the quantity limitations set forth in the following Table 1. Compliance with Department of the Treasury Regulations for the explosives storage shall not be required.
- C. In the O/I District, the storage, utilization, handling or manufacture of highly reactive oxidizing or reducing agents, unstable or pyroforic materials, or highly unstable materials which include but are not confined to organic peroxides, organic nitrates, fluorine, liquid oxygen, hydrazine, acetylides, tetrazoles, ozonides, perchloric acid, perchlorates, chlorates, alkyaluminums, diborane, calcium trifluoride, hydroxylamine or other similar materials shall be considered as Explosive C materials and shall comply with the quantity limitations as set forth in the following Table 1. The storage, utilization, handling or manufacture of these materials shall be in accordance with the National Fire Protection Association - National Fire Codes (as adopted by the Village) and all other applicable Village regulations and ordinances. Compliance with Department of the Treasury regulations for explosives storage shall not be required.
- D. In the O/I District, the storage, utilization, handling or manufacture of flammable liquids and gases shall be permitted in accordance with the following Table 2, including the storage of finished products. Flammable liquid and storage tanks shall not be less than fifty feet (50') from all lot lines. The storage, utilization, handling or manufacture of flammable liquids and gases shall be in accordance with the National Fire Protection Association - National Fire

Codes (as adopted by the Village) and all other applicable Village regulations and ordinances.

TABLE 1 Total Capacity of Explosive and Other Unstable or Highly Reactive Materials	
Material Classification	Total Quantity
Forbidden	0.0
Restricted	0.0
Explosive A	0.1
Explosive B	1.0
Explosive C	10.0
(The total quantity of all such materials shall not exceed 10 pounds)	

TABLE 2 Total Capacity of Flammable Materials Permitted (In Gallons)		
For Material Having an Open Cup Flash Point	Aboveground	Underground
At or above 140° F	5,000	20,000
At or above 100° F & below 140° F	2,000	20,000
Below 100° F	500	20,000

(When flammable gases are stored, utilized or manufactured and measured in cubic feet, the quantity in cubic feet at standard temperature and pressure shall not exceed 30 times the quantities listed in Table 2 above).

Summary of O/I District Performance Standards Regulations	
Environmental Effect	O/I District
A. Noise	Maximum decibel limits at adjacent lot lines and district boundaries.
B. Vibration	Maximum ground transmitted vibration at lot lines and adjacent district boundaries.
C. Air Pollution	
1. Visual Emissions	Opacity not greater than 10%, with certain exceptions for soot blowing and malfunction.
2. Particulate Emissions	0.2 lb., per hour per acre, from all source emissions points.
3. Fugitive Particulate	No visible clouds across lot lines. TSP not to exceed 25 mcgm per meter <sup>3</sup> above ground. No stockpiling of dusty material outdoors.
4. Odor	Odor threshold not to be exceeded beyond lot lines.
5. Airborne Toxic Matter	Not to exceed Federal and State limits across lot lines or 3% of T.L.V., for industrial worker.
D. Toxic Substances	Toxic substances on lot not to exceed: Liquid 100 gallons

	Solid 1,000 pounds Gas 100 pounds Maximum of 1 curie of radioactive material.
E. Water Pollution	State regulations apply.
F. Fire & Explosive Hazards	Explosive and Reactive Materials by IDOT
	<b>Classification</b>
	Forbidden                      None
	Restricted                      None
	Explosive A                      0.1 lb
	Explosive B                      1.0 lb
	Explosive C                      10.0 lb
	<b>Flammable Liquid and Gas Storage Max. Gallons</b>
	<b>Flash Point                      Above Ground                      Underground</b>
	+140° F                      5,000                      20,000
	100° F to 140° F                      2,000                      20,000
	100 ° F                      500                      20,000
	Flammable gases 3OX above in standard cubic feet.
G. Glare	Maximum illumination in R District from O/I sources ½ foot candle.

**6-8-4-7: Additional Restrictions**

In addition to the performance standards specified above, in this Section the dissemination of noise, vibration, particulate matter, odor, toxic substances, or fire or explosive materials in either such manner or quantity as to be determined to endanger the public health, safety, comfort or welfare is hereby declared to be a public nuisance and shall be unlawful.

**6-8-5: Uses**

Uses permitted in the O/I District are identified in the table below:

See O/I District Uses Table on next page

<b>O/I DISTRICT USES</b>		<b>P = Permitted SU = Special Use</b>			
<b>Assembly uses, as defined in Chapter 2 of this Title</b>		O/la SU	O/lb SU	O/lc SU	O/ld SU
<ul style="list-style-type: none"> <li>The total amount of Assembly Uses shall not exceed <del>50,000</del> (150,000 OR 250,000 - TBD) square feet of gross building area for the entirety of the O/I District.</li> </ul>					
<b>Attached or detached structured parking garages, as defined in Chapter 2 of this Title</b>		O/la P	O/lb P	O/lc P	O/ld P
<ul style="list-style-type: none"> <li>The height of all structured parking garages shall not exceed fifty percent (50%) of the height of the principal building.</li> <li>Structured parking garages shall not be closer to the front lot line of the property than the principal building.</li> <li>Attached parking garages shall be of the same architectural design and constructed of the same exterior materials as the principal building, except for a glass curtain-walled principal building, where alternate but compatible exterior materials shall be substituted. Detached parking garages shall be compatible in architectural design as the principal building.</li> <li>All areas surrounding the structured parking garage shall be landscaped as if it were a principal building.</li> <li>In no instance shall the structured parking garage exceed the gross floor area of the principal building.</li> </ul>					
<b>Automotive repair facilities, as defined in Chapter 2 of this Title</b>		O/la	O/lb P	O/lc P	O/ld P
<b>Auxiliary Uses (retail and service), as defined in Chapter 2 of this Title</b>		O/la P	O/lb P	O/lc P	O/ld P
<ul style="list-style-type: none"> <li>Shall be incidental to, and to provide goods or services to the principal use, and be for the convenience of the employees of the principal use.</li> <li>Auxiliary uses may include, or be substantially similar to, including but not limited to, financial institutions without drive-through facilities, pharmacy/drug store, retail sales, cafeteria, and private recreational facility.</li> <li>Shall be located within the principal building.</li> <li>No exterior display of the auxiliary use shall be permitted.</li> </ul>					
<b>Banks and financial institutions with up to one drive-thru lane</b>		O/la P	O/lb P	O/lc P	O/ld P
<b>Banks and financial institutions with more than one drive-thru lane</b>		O/la SU	O/lb SU	O/lc SU	O/ld SU
<b>Breweries, as defined in Chapter 2 of this Title</b>				O/lc P	O/ld P
<ul style="list-style-type: none"> <li>Tasting rooms and retail sales shall be accessory to the principal use.</li> </ul>					
<b>Car rental facilities without on-site car service</b>		O/la P	O/lb P	O/lc P	O/ld P
<b>Car rental facilities with on-site car service</b>		O/la SU	O/lb SU	O/lc SU	O/ld SU
<ul style="list-style-type: none"> <li>Car service shall be performed within a completely enclosed facility.</li> </ul>					
<b>Catering establishments, as defined in Chapter 2 of this Title</b>		O/la SU	O/lb SU	O/lc P	O/ld P
<ul style="list-style-type: none"> <li>No retail sales shall be allowed at a Catering Establishment, except to the extent operated as an</li> </ul>					

Auxiliary Use.

<b>Child daycare centers, as defined in Chapter 2 of this Title</b>	O/la SU	O/lb SU	O/lc SU	O/ld SU
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- In multi-tenant buildings, child daycare centers shall be located on the first floor only.

<b>Day spas without massage service, as defined in Chapter 2 of this Title</b>	O/la P	O/lb P	O/lc P	O/ld P
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<b>Day spas with massage service, as defined in Chapter 2 of this Title</b>	O/la SU	O/lb SU	O/lc SU	O/ld SU
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<b>Commercial Service Activity</b>	O/la SU	O/lb SU	O/lc SU	O/ld SU
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- ~~Commercial activities shall include, but not limited to, vehicle fueling stations which may include vehicle washes, restaurants, bank and financial institutions which may include drive-through facilities, child daycare facilities, pet day care facility, and car rental facilities primarily intended to service the uses established in the district and employees thereof.~~
- ~~Pet day care facilities shall not include any overnight boarding/kenneling of animals.~~

<b>Dispensary organizations, as defined in Chapter 2 of this Title</b>	O/la	O/lb	O/lc	O/ld SU
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- Shall comply with all provisions of the Compassionate Use of Medical Cannabis Pilot Program Act (Illinois Public Act 098-0122), and the regulations promulgated by the Department of Financial and Professional Regulation and Illinois Department of State Police.
- Shall not be located within 1,000 ft. of the property line of a pre-existing public or private preschool or elementary or secondary school, day care center, day care home, group day care home, or part day child care facility. For the purpose of this Chapter, "pre-existing" means operating prior to September 8, 2014.
- Shall not be permitted in a multiple-tenant property and/or structure.
- Drive-through facilities are prohibited.
- Shall operate for a minimum of 35 hours a week, only between 6:00 AM and 8:00 PM, local time, and shall not operate uninterrupted for a 24 hour period.
- Medical cannabis, medical cannabis infused products, medical cannabis paraphernalia, or similar products shall not be displayed for public view from the exterior of the Dispensary Organization.
- Consumption of cannabis on the property of a Dispensary Organization shall be prohibited.
- Registration from the Department of Financial and Professional Regulation. A current copy of such registration shall be submitted to the Lincolnshire Police and Community and Economic Development Departments at all times.
- The sale of paraphernalia that is directly used for the consumption of medical cannabis shall be permitted. The sale of any paraphernalia not directly required for the consumption of medical cannabis is prohibited.
- All trash containers shall be located entirely within the interior of the primary structure to prevent uncontrolled access from the building's exterior, except for routine disposal of trash containers.

<b>Distilleries, as defined in Chapter 2 of this Title</b>			O/lc P	O/ld P
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- Tasting rooms and retail sales shall be accessory to the principal use.

<b>Small educational institutions</b>	O/la P	O/lb P	O/lc P	O/ld P
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- The portion of the premises used for instructional purposes shall have a maximum capacity of 1 student per 25 square feet, but no greater than 100 on-site students at any given time.

<b>Large educational institutions</b>	O/la SU	O/lb SU	O/lc SU	O/ld SU
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- Any educational institution which is not a small educational institution.

**Farmers markets, as defined in Chapter 2 of this Title**

O/la P	O/lb P	O/lc P	O/ld P
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- Shall require a Temporary Use permit and be in conformance with Section 6-3-6(B) of Chapter 3 of this Title.

**Municipal Government services activities**

O/la	O/lb	O/lc P	O/ld P
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- Including, but not limited to, water supply facilities, public works facilities, fire stations, government post office, or other municipal facilities providing services to the public.

**Hotels**

O/la SU	O/lb SU	O/lc SU	O/ld SU
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**Laboratories, research and development facilities, public or private**

O/la P	O/lb* P	O/lc P	O/ld P
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- \*Said operations shall contain office space at least twenty five percent (25%) of the gross leasable area and be in conformance with Sections 6-8-3 and 6-8-4 of this Chapter.

**Light manufacturing; fabricating; processing; assembly; repairing; storing; servicing; or testing of materials, goods or products**

O/la	O/lb* P	O/lc P	O/ld P
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- \*Said operations shall contain office space at least twenty five percent (25%) of the gross leasable area and be in conformance with Sections 6-8-3 and 6-8-4 of this Chapter.

**Office, business, professional and corporate headquarters, as defined in Chapter 2 of this Title**

O/la P	O/lb P	O/lc P	O/ld P
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**Parking garages (as principal use), as defined in Chapter 2 of this Title**

O/la SU	O/lb SU	O/lc SU	O/ld SU
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**Performing and visual arts studios, as defined in Chapter 2 of this Title**

O/la P	O/lb P	O/lc P	O/ld P
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- In multi-tenant buildings, performing and visual art studios shall be located on the first floor only.
- Performing and visual arts studios in multi-tenant buildings shall not broadcast any sound or play any musical instrument(s) capable of being heard in adjoining tenant spaces between 8:00 a.m. and 6:00 p.m. Monday through Friday.

**Personal Fitness Studios**

O/la P	O/lb P	O/lc P	O/ld P
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- In multi-tenant buildings, personal fitness studios shall be located on the first floor only.
- Personal fitness studios in multi-tenant buildings shall not broadcast any sound or play any musical instrument(s) capable of being heard in adjoining tenant spaces between 8:00 a.m. and 6:00 p.m. Monday through Friday.

**Pet daycare, grooming and training, as defined in Chapter 2 of this Title**

O/la SU	O/lb SU	O/lc SU	O/ld SU
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- In multi-tenant buildings, pet daycare, grooming and training uses shall be located on the first floor only.
- Pet daycare, grooming and training facilities in multi-tenant buildings shall not broadcast any sound capable of being heard in adjoining tenant spaces between 8:00 a.m. and 6:00 p.m. Monday through Friday.
- May include overnight boarding of animals.

<b>Physician's offices, as defined in Chapter 2 of this Title</b>	O/la P SU	O/lb P SU	O/lc P SU	O/ld P SU
<ul style="list-style-type: none"> <li>The cumulative off-street parking spaces for all uses operated on or from the premises shall be provided in accordance with the minimum requirements listed in Section 6-11-3(B) of this Zoning Code.</li> <li><del>In the O/la subdistrict, in any building on a zoning lot with frontage on an arterial highway (including but not limited to; Aptakisic Road, Half Day Road, and Milwaukee Avenue) there shall be no limitation on the proportion of clinic to non-clinic uses, irrespective of which floor the clinic(s) are located.</del></li> <li><del>In the O/la subdistrict, in any building on a zoning lot without frontage on an arterial highway, no more than 25% of the gross floor area of a building shall be occupied by clinics, irrespective of which floor the clinics are located.</del></li> <li><del>In all other O/I subdistricts, no more than 25% of the gross floor area of a building shall be occupied by clinics, irrespective of which floor the clinics are located. (Amd. Ord. 07-3011-39, eff. 11/26/07)</del></li> </ul>				
<b>Printing and reproduction services, graphic and photo-stating services, office machine sales and repair, office supply sales, and other similar uses</b>	O/la P	O/lb P	O/lc P	O/ld P
<b>Product showrooms</b>	O/la P	O/lb P	O/lc P	O/ld P
<ul style="list-style-type: none"> <li>Accessory to a principal use.</li> <li>Limited to twenty five percent (25%) of the gross leasable space.</li> </ul>				
<b>Public utility facilities</b>	O/la SU	O/lb SU	O/lc SU	O/ld SU
<ul style="list-style-type: none"> <li>Public utility facilities shall include transportation facilities, structures and buildings (bus turnarounds, bus waiting shelters, but excluding heliports) telephone exchanges, transmission buildings and equipment, telephone booths, electric distribution substations, natural gas equipment and distribution facilities</li> </ul>				
<b>Railroad lead and spur tracks</b>	O/la	O/lb	O/lc	O/ld SU
<ul style="list-style-type: none"> <li>Except for the present lead track running in an easterly direction from the Soo Line main line track, any new lead tracks must run parallel to the Soo Line main line track and within twenty five feet (25') from the right of way line of said Soo Line or as otherwise provided for herein.</li> <li>No new lead track running parallel to the Soo Line main track shall be located less; than one hundred feet (100') of the center line of Aptakisic Road.</li> <li>The present lead track running in an easterly direction from the Soo Line main line track along the south line of the property presently occupied by Aluminum Mills shall not be extended eastward from its present terminus.</li> <li>Only spur tracks required to serve specific industries or users contiguous to a lead track shall be permitted and such spur tracks shall run parallel to the present lead track running in an easterly direction from the Soo Line main line track or to a lead track parallel to running parallel to the Soo Line main line track.</li> <li>All spur tracks installed to serve any users in this subdistrict shall only be permitted in the rear yard as defined in Section 6-8-5 of this Zoning Code, and must terminate within five feet (5') of the edge of the building.</li> <li>No railroad spur track shall be constructed or made available for public use or to any user(s) not immediately abutting upon such spur track.</li> <li>On zoning lots in the O/ld subdistrict which have spur tracks on the zoning lot, the coupling and uncoupling of railroad cars is prohibited between the hours of ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M.</li> <li>Zoning lots in the O/ld subdistrict which are contiguous to any lead track must have a minimum two (2) acre lot area (eighty thousand [80,000] square feet) and a two hundred foot (200') minimum lot width.</li> </ul>				

- In the O/Id subdistrict only one rail user will be allowed for each five hundred (500) lineal feet of lead track. (Ord. 85-817-01)

<b>Recreation facilities (public or private), as defined in Chapter 2 of this Title</b>	O/la SU	O/lb SU	O/lc SU	O/Id SU
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<b>Restaurants without drive-thru lanes</b>	O/la P	O/lb P	O/lc P	O/Id P
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<b>Restaurants with drive-thru lanes</b>	O/la SU	O/lb SU	O/lc SU	O/Id SU
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<b>Testing of materials</b>	O/la P	O/lb P	O/lc P	O/Id P
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- Shall be conducted only in the interior of a building.
- Shall be accessory to the primary business operations.
- ~~Testing shall occupy no more than 25% of the gross building area (if a building is occupied by one user) or gross tenant space area (if a building is occupied by multiple users).~~
- Testing of and on animals shall be prohibited.
- Testing of hazardous or combustible materials shall be prohibited.
- All Performance Standards outlined in this Chapter, inclusive of Section 6-8-4 and all subparts thereof, shall apply separately to each individual tenant space and/or building, wherein testing of materials is performed. (Amd. Ord. 10-3132-09, eff. 4/12/10)

<b>Tutoring centers, as defined in Chapter 2 of this Title</b>	O/la P	O/lb P	O/lc P	O/Id P
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<b>Vehicle fueling stations, as defined in Chapter 2 of this Title</b>	O/la SU	O/lb SU	O/lc SU	O/Id SU
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- May include a convenience store and/or a vehicle wash as an accessory/incidental use.

<b>Urgent medical care centers/clinics, as defined in Chapter 2 of this Title</b>	O/la SU	O/lb SU	O/lc SU	O/Id SU
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<b>Warehouse and storage uses</b>	O/la	O/lb	O/lc P	O/Id P
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- Shall be conducted within a completely enclosed structure.
- Shall not include freight terminals or cartage firms, which are not permitted.

**END OF O/I USES LIST**

6-8-5

**6-8-6: Prohibited Uses: All Subdistricts**

- A. No zoning lot, parcel, or tract of land shall be used, and no structure shall be erected, altered, or remodeled for any of the following uses: abattoirs; arsenals, blast furnaces; boiler works; cartage except where incidental to a permitted principal use; coke ovens cement and stone mason contracting yards; crematories; manufacture or storage of fireworks or explosives; dumping, reduction, or other processing of garbage, dead animals, or offal; the processing of refuse, except as customarily incidental to a permitted principal use; ore reduction; petroleum processing or refining; pyroxylin manufacture; natural or synthetic rubber, coutchouc, or gutta percha manufacture or treatment; packing plants; salt works; sauerkraut manufacture; soap manufacture; smelters; stock yard or slaughter of animals or fowls processing of fish oil; tallow, grease or lard manufacture or treatment; tanning; curing, or storage of raw hides or skins; tar distillation or manufacture; or cement manufacturing;

concrete or asphaltic concrete mixing plants.

- B. No activities involving the storage, utilization, or manufacture of materials or products which decompose by detonation shall be permitted, except such as are specifically licensed by the Village or are used as customarily incidental to the operation of a principal use in such quantities, and in a manner conforming with applicable performance standards set forth hereafter under subsection A of this Section. Such materials shall include, but shall not be confined to; all primary explosives such as lead ozide, lead styphnate, fulminates and tetracene; all high explosives such as TNT, RDX, HMX, PETN and picric acid; propellants and components thereof such as nitrocellulose, black powder, boron hydrides, hydrazine and its derivatives; pyrotechnics and fireworks such as magnesium powder, potassium chlorate and potassium nitrate; blasting explosives such as dynamite and nitroglycerine; unstable organic compounds such as acetylides, tetrazoles, perchloric acid, perchlorates, chlorates, hydrogen peroxide in concentrations greater than thirty five percent (35%); and nuclear fuels, fissionable materials and products and reactor elements such as Uranium 235 and Plutonium 239.

**6-8-7: Lot Sizes and Floor Area Ratio Requirements**

- A. Lot Size Requirements:

<b>Uses</b>	<b>Minimum Lot Area</b>	<b>Minimum Lot Width</b>
O/Ia subdistrict	2 acres (87,120 sq. ft.)	220 ft.
O/Ib subdistrict	2 acres (87,120 sq. ft.)	220 ft.
O/Ic subdistrict	2 acres (87,120 sq. ft.)	220 ft.
O/Ic, Municipal services	1 acre (43,560 sq. ft.)	150 ft.
O/Id subdistrict	1 acre (40,000 sq. ft.)	100 ft.
Commercial Service Activity, Car Rental	20,000 sq. ft.	150 ft.
Commercial Service Activity, Motels and Hotels	5 acres	220 ft.
Commercial Service Activities, All others	1 acre	150 ft.
Dispensary Organization	1 acre	150 ft.
Municipal Services Activity, Commuter rail station	As specified by the Zoning Board	
Non-Membership Assembly Uses	5 acres	220 ft.
Parking garages, as principal use	As specified by the Zoning Board	
Physician's office	1 acre	150 ft.
Public utility facility	As specified by the Zoning Board	
Urgent medical center/clinic	1 acre	150 ft.
Special Uses, All others	2 acres	150 ft.

- B. Maximum Floor Area Ratio (FAR): In the O/I District, the floor area ratio shall not exceed the following:

<b>Uses</b>	<b>Maximum FAR</b>
All other Permitted uses	0.5

Auxiliary use	0.7
Commercial Service Activity, Car Rental	0.7
Commercial Service Activity, Motels and Hotels	1.0
Commercial Service Activity, Restaurants	0.7
Commercial Service Activity, Vehicle Service Stations	0.7
Dispensary Organization	0.5
Laboratories/research and development facilities	0.5
Light manufacturing/fabricating and warehouse uses	0.5
Non-Membership Assembly Uses	0.5
Office and bank/financial institutions	1.0
Parking Garages	As specified by the Zoning Board
Public Utilities Facilities	As specified by the Zoning Board
All other Special Uses	0.5

Accessory Uses: In the O/I District, the floor area of the accessory buildings shall be included in the total allowable floor area permitted on the zoning lot; however, any floor area devoted to off-street parking or loading facilities shall be exempt from floor area ratio requirements. (Ord. 14-3309-35)

### 6-8-8: Building Setbacks

#### O/Ia & O/Ib Districts

Front & Corner Side	50 ft.	Increase by 1 ft. for each 1 ft. building height exceeds 45 ft., up to 72 feet, including roof-top mechanical equipment.
		Increase by 2 ft. for each 1 ft. building height exceeds 72 ft., including roof-top mechanical equipment. Said increase shall be cumulative
Side Rear	30 ft.	Increase by 1 ft. for each 1 ft. building height exceeds 45 ft., including roof-top mechanical equipment.

#### O/Ic District

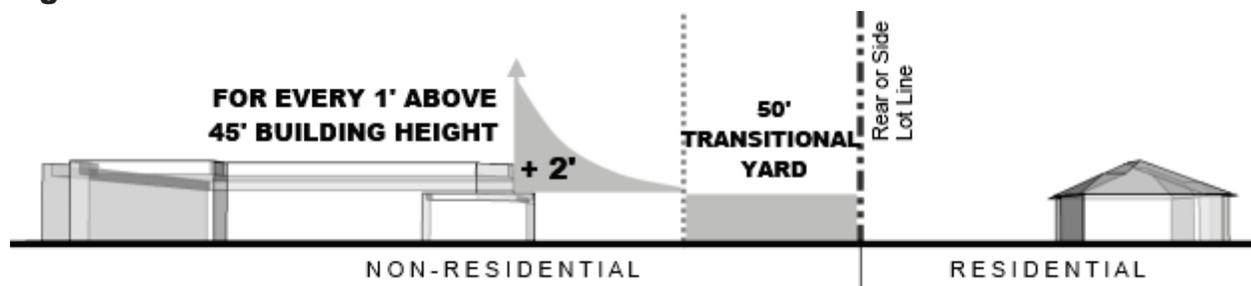
Front & Corner Side	35 ft.	 Increase by 1 ft. for each 1 ft. building height exceeds 20 ft., including roof-top mechanical equipment.
Side	20 ft.	
Rear	25 ft.	

**O/Id District**

Front & Corner Side	35 ft.	} Increase by 1 ft. for each 1 ft. building height exceeds 30 ft., including roof-top mechanical equipment.
Side	20 ft.	
Rear	25 ft.	

However, where the side or rear yard of any zoning lot in the O/I District is adjacent to a zoning lot in any residential district such yard shall be considered a transitional yard. Transitional yards shall be 50 feet in depth where the building height is under 45 feet in height. This yard shall be increased by 2 feet for every 1 foot by which the building height exceeds 45 feet in height.

**Figure 6-8-8: Transitional Yard**



**6-8-9: Building Height**

- A. O/Ia Subdistrict: Maximum allowable height of all structures, including all mechanical equipment, shall be eighty five feet (85') or six (6) stories (and two (2) levels of underground parking), whichever is less. (Ord. 80-632-39)
- B. O/Ib and O/Ic and O/Id Subdistricts: Maximum allowable height of all industrial, warehouse, or manufacturing structures, including all mechanical equipment, and other permitted uses, shall be forty five feet (45') or three (3) stories, whichever is less. Office buildings constructed in the O/Ib and O/Ic and O/Id subdistricts will be permitted to the heights set forth in paragraph 1 above. (Ord. 85-817-01)

**6-8-10: Signs**

Signs shall be subject to the regulations contained Title 12 of this Code.

**6-8-11: Off-Street Parking and Loading**

Off-street parking and loading facilities shall be provided as required in Chapter 11 of this Title.

**6-8-12: Landscaping**

Landscaping shall be subject to the regulations contained in Title 13 of this Code.

## **TITLE 6: Zoning**

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

Last revised: 11/09/18

#### **Sections:**

- 6-11-1: General Requirements
- 6-11-2: Off-Street Parking Facilities
- 6-11-3: Off-Street Loading Facilities

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

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

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

- A. General Requirements
  - 1. Use: Required off-street parking facilities shall be solely for the parking of vehicles used for the transportation of occupants, patrons, employees or materials of the uses to which they are accessory. Each required parking space shall be kept available at all times for parking of such vehicles. No required parking space shall be rented, leased or used for any purpose other than that for which said space is required.
  - 2. Access: Off-street parking facilities shall be designed and located to provide appropriate means of vehicular access to adjacent streets or alley ways in a manner

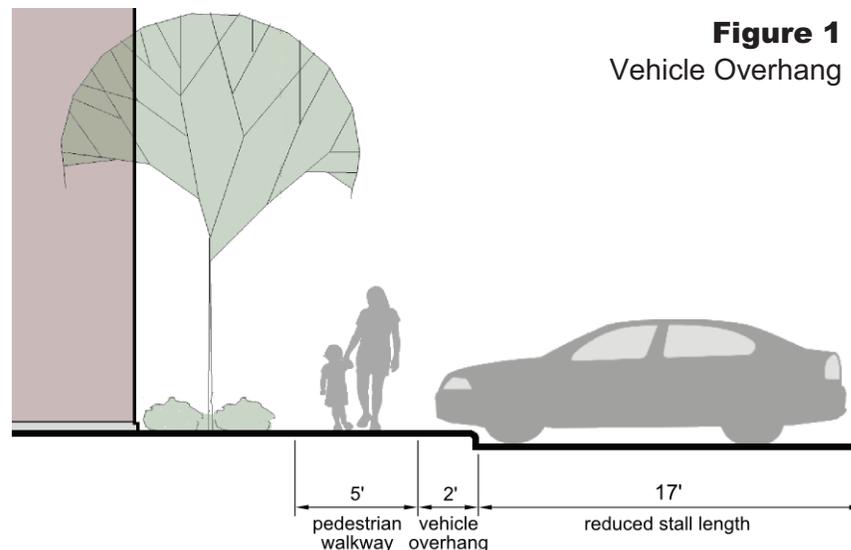
which will least interfere with traffic movements. Parking spaces shall open directly upon an aisle or driveway of such width and designed to provide safe and efficient means of vehicular access to such parking space at all times.

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

**B. Location:**

1. All parking facilities shall be located in the same zoning lot as the structure or use to which they serve. Parking facilities of ten (10) or more parking spaces may be located on a separate lot provided said parking spaces are located within the development in which such parking spaces are serving.
2. Parking facilities solely for employees, may be located on a separate lot provided no such parking spaces shall be located in excess of six hundred feet (600') measured along a paved pedestrian circulation route to the nearest building entrance.

3. Residential zoning: Parking facilities containing three or more spaces shall not be located in a Front, Side, or Rear Setback, as defined in Chapter 2 of this Title, except when a garage structure is located within the Rear Setback. Surfaced driveways may be used as parking spaces in addition to the requirements herein.
  4. All Other Zoning Districts: Required parking spaces shall not be located in a Front or Corner Side Yard, as defined in Chapter 2 of this Title, and shall be located a minimum of twenty five (25) feet from the property line of any adjoining residential zoning district, except as permitted in Section 6-8-11(B) of this Title. Required parking spaces may be located in an interior side yard or rear yard in all non-residential zoning districts, provided in the O/I districts a fully landscaped and maintained strip of at least fifteen feet (15') in the O/Ia and O/Ib subdistricts or eight feet (8') in the O/Ic and O/Id subdistricts is installed and maintained continuously along the perimeter of the applicable rear and interior side yards (excluding driveway or sidewalk entrances, or railroad track frontage).
- C. Size: Every parking space shall conform to the parking dimensions identified on the Off-street Parking Chart found at the end of this Chapter, exclusive of access drive aisles, ramps, etc., and have a minimum vertical clearance of seven (7) feet. For parking spaces adjacent to a curb, the parking space length shall be shortened by two (2) feet to provide sufficient vehicle overhang (see Figure 1). For parking spaces where vehicle overhang is adjacent to a pedestrian walkway, the walkway width shall be a minimum of seven (7) feet to provide unobstructed pedestrian access (see Figure 1).



D. Design and Maintenance:

1. Surfacing:

- a. Single-Family Residential: Off-street parking facilities accessory to single-family residential (attached or detached) shall be paved or otherwise surfaced with an all-weather dustless material. The portion of the driveway connecting from the curb line to the property line shall be paved with concrete, asphaltic materials or permanent materials, in accordance with Village Codes.

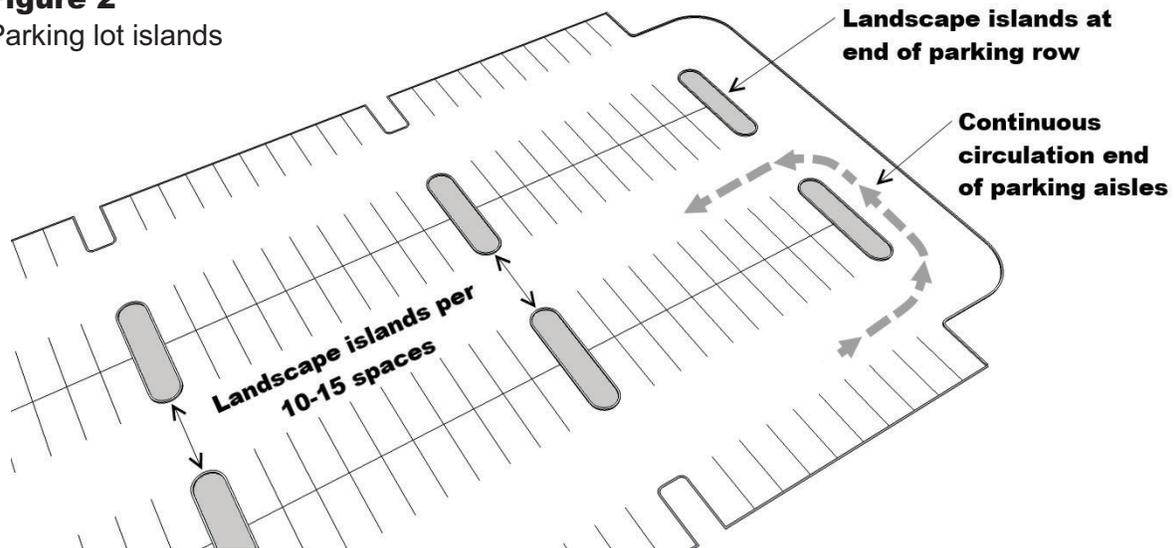
- b. All Other Uses: The minimum required off-street parking facilities, spaces and access drives shall be improved with a compacted macadam base, or equal, not less than six inches (6") thick, surfaced with asphaltic concrete or comparable all-weather, dustless material. Any portion of a parking facility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

E. Parking Lot Standards:

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

(19) feet. Landscaping shall be in accordance with Chapter 2, Landscaping, of Title 13.

**Figure 2**  
Parking lot islands



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

1. Required Accessible Spaces: ADA accessible parking spaces shall be included in the total number of required parking spaces as required in following table:

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

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

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

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

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

SEE OFF-STREET PARKING TABLE ON NEXT PAGE

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

OFF-STREET PARKING TABLE CONTINUED ON NEXT PAGE

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

OFF-STREET PARKING TABLE CONTINUED ON NEXT PAGE

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

Tutoring centers

1/employee + 1/every 3 students

Vehicle fueling station

1/fueling pump + 1/employee + 1/500 SF of convenience store area

END OF OFF-STREET PARKING TABLE

Off-Street Parking Chart

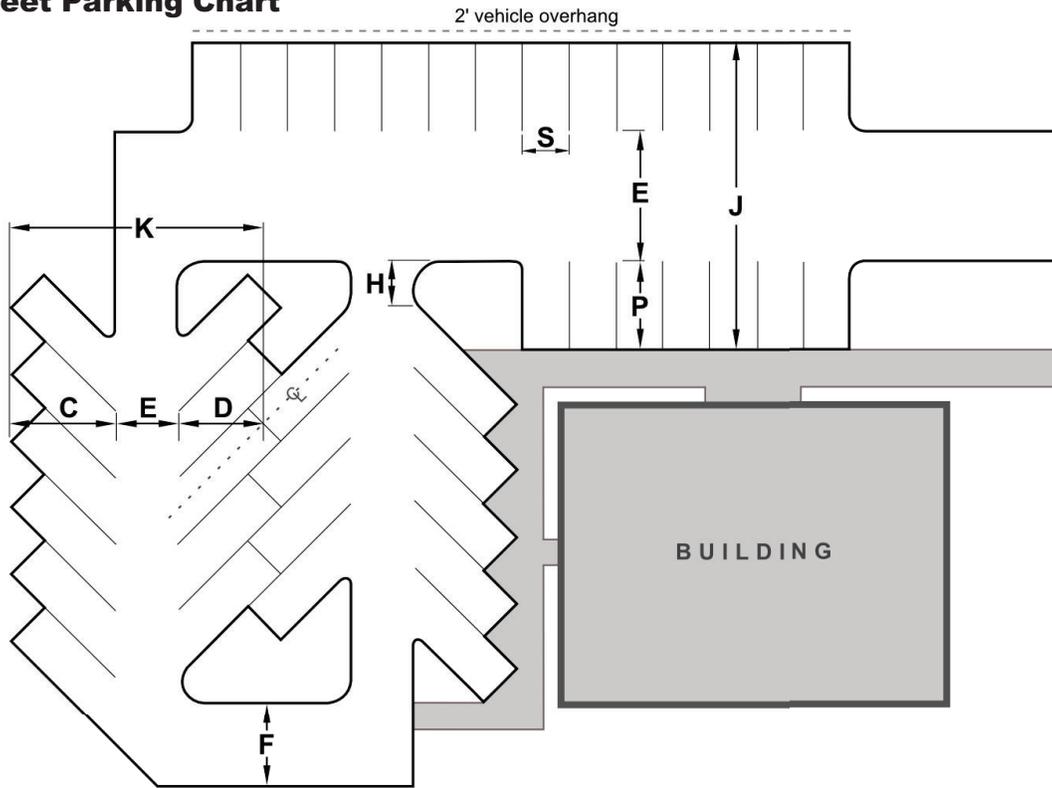


TABLE OF DIMENSIONS (IN FEET)

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

**Notes:**

$$J = C + E + C$$

$$K = C + E + D$$

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

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

#### **A. General Requirements**

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

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

SEE OFF-STREET LOADING TABLE ON NEXT PAGE

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

**FINDINGS OF FACT TEXT AMENDMENT**

Text Amendments to Sections 6-2-2, 6-8-5 and 6-11-2 of the Lincolnshire Zoning Code

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1. *The request for an amendment shall serve the purpose of promoting the public health, safety, and general welfare.*

The request for an amendment will serve the purpose of promoting the public health, safety and general welfare by better aligning the Village's zoning regulations with the current market conditions for office and industrial property. As a result, the property located within the O/I zoning districts will more easily be developed and/or occupied, leading to additional investment, reduction of blight, new development and increased property values.

2. *The request for an amendment shall conserve the value of property throughout the community.*

The request for an amendment will conserve and improve the value of property throughout the community. By better aligning the Village's zoning regulations with the current market conditions for office and industrial property, areas located within the O/I zoning districts will more easily be developed and/or occupied. The Village expects this to lead to additional investment, reduction of blight and new development, all of which contribute to the conservation and growth of property values.

3. *The request for an amendment shall lessen or avoid congestion in the public streets and highways.*

The request for an amendment shall not result in any aggravation of the congestion in public streets or highways. To the extent any use suggested in the application will result in traffic patterns or trips which are viewed as creating a conflict with the traffic related to the existing uses allowed in the O/I districts, such uses shall be reviewed as a special use so conditions can be enforced which mitigate or avoid such a conflict.

Prepared by:

Tonya Zozulya, Planning & Development Manager  
Department of Community & Economic Development  
Village of Lincolnshire  
1 Olde Half Day Road  
Lincolnshire, IL 60069

DOCUMENT 5

October 2018

Office/Industrial Zoning District Use Survey

Municipality	Religious Uses, Banquet Centers, & Other Assembly Uses: 1. Do you allow religious uses, banquet centers, galleries/museums, and other assembly uses in office/industrial districts? 2. Do you limit the total building area they can occupy in the entire district? 3. If so, do they require a Special Use permit or have other specific restrictions? 4. Please attach any applicable code requirements.			
Bartlett	In Office Districts, Places of Assembly, Religious Institutions, Lodge (fraternal and civic) equal or less than 10,000 sq. ft. Are Permitted. If larger then 10,000 square feet it is a Special Use. All other assembly uses no.	Yes.	Yes.	Chapter 5 and 7 of the Zoning Ordinance: <a href="http://www.sterlingcodifiers.com/codebook/index.php?book_id=715">http://www.sterlingcodifiers.com/codebook/index.php?book_id=715</a>
Buffalo Grove	In the Industrial District the following is classified as a special use: Eating and drinking establishments; Recreation and social facilities; and Stadiums, auditoriums and arenas.	Total building area is not specific to the assembly uses.	In the Industrial District the following is classified as a special use: Eating and drinking establishments; Recreation and social facilities Stadiums, auditoriums and arenas.	See attached.

Municipality	Physician's Offices: 5. Do you allow physician's offices (e.g., doctors, acupuncturists, therapists, social workers) in office/industrial districts?	6. If so, are overnight stays permitted?	7. Do they require a Special Use permit or have other specific restrictions?	8. What are your code parking requirements for physician's offices?	Physician's Offices: 9. Please attach applicable code requirements.	Retail Uses: 10. Do you allow retail uses, such as restaurants, bakeries, banks/financial institutions and other retail sales in office/industrial districts?	11. If so, do they require a Special Use permit if there is a drive-thru?	12. Please attach applicable code requirements.	Spas/Pet Grooming Facilities: 13. Do you allow spas in office/industrial districts?
Bartlett	Yes.	No.	No.	1 parking space shall be provided for each office, examination room, treatment room or dental chair, plus 1 parking space for each 100 square feet of waiting room, plus 1 for each employee.		Yes, in industrial districts.	Yes.		Yes.
Buffalo Grove	In the Office District the following is classified as a permitted uses: Clinics, medical and dental.  In the Industrial District the following is classified as a permitted uses: Clinics, medical and dental, and immediate care facilities.	Not mentioned.		Dental and medical clinic or office: 5.0 spaces per every one thousand square feet of floor area. - regardless of district.	See the attached code.	See attached.	In the Office District the following is classified as a special use: Drive-through service facilities for banks and financial institutions.	See the attached code.	No.

Municipality	ties: 14. Do you allow pet grooming facilities in office/industrial districts?	15. If so, do they require a Special Use permit or have specific restrictions?	16. Please attach applicable code requirements.	Catering Establishments: 17. Do you allow catering establishments where food is prepared for on-site or off-site consumption in office/industrial districts?	18. If so, do they require a Special Use permit or have specific restrictions?	19. What are your code parking requirements for catering establishments?	20. Please attach applicable code requirements.	Colleges & Vocational Schools: 21. Do you allow colleges and vocational schools in office/industrial districts?	22. If so, do they require a Special Use permit or have specific restrictions?
Bartlett	Yes.	No.		Yes.	No.	1 parking space shall be provided for each 2 employees, plus 1 parking space for each vehicle used in the conduct of the enterprise.		Yes.	No.
Buffalo Grove	In the Industrial District the following is classified as a special use: Pet Resort. An indoor establishment pursuant to Section 17.12.449. Animals other than those specifically listed in the definition of pet resort are subject to approval by the Village.	In the Industrial District the following is classified as a special use: Pet Resort. An indoor establishment pursuant to Section 17.12.449. Animals other than those specifically listed in the definition of pet resort are subject to approval by the Village.	See the attached code.	In the Industrial District the following is classified as a special use: Eating and drinking establishments; and Recreation and social facilities.	In the Industrial District the following is classified as a special use: Eating and drinking establishments; and Recreation and social facilities.	Nothing specific for catering - so would probably use the following to provide guidance.  Community center, convention hall, exhibition hall, meeting hall, recreation building: 1.0 space per one thousand square feet of floor area.  Eating and drinking establishments: 1.0 space per one hundred square feet of floor area.	See the attached code.	Not outright.	

Municipality	23. What are your code parking requirements for these uses?	24. Please attach applicable code requirements.	Tutoring Centers, Dance Schools, & Other Instructional Facilities: 25. Do you allow tutoring centers, dance schools, athletic training, and other instructional facilities in office/industrial districts?		26. If so, do they require a Special Use permit or have specific restrictions?	27. What are your code parking requirements for these uses?	28. Please attach applicable code requirements.
Bartlett	1 parking space shall be provided for each 5 students (based on the maximum number of students that the facility is designed to handle at any one time), plus 1 for each 2 employees.		Yes in industrial districts, not in office districts.		No.	1 parking space shall be provided for each 250 square feet of floor area.	
Buffalo Grove		See the attached code.	In the Industrial District the following is classified as a special use: Eating and drinking establishments; Recreation and social facilities; Nonacademic schools, classes, and instruction; and Preschool/Elementary School.		In the Industrial District the following is classified as a special use: Eating and drinking establishments; Recreation and social facilities; Nonacademic schools, classes, and instruction; and Preschool/Elementary School.	Dance school, music school, vocal school: 1.0 space per employee plus 1.0 space per every three students based on rated design capacity.	See the attached code.

Municipality	Religious Uses, Banquet Centers, & Other Assembly Uses: 1. Do you allow religious uses, banquet centers, galleries/museums, and other assembly uses in office/industrial districts? 2. Do you limit the total building area they can occupy in the entire district? 3. If so, do they require a Special Use permit or have other specific restrictions? 4. Please attach any applicable code requirements.			
Deerfield	Religious uses and an event center are allowed in the I-1 Office, Research and Restricted Industrial District. Both uses are limited to a geographic area in the I-1 district and both require a Special Use. Galleries/museums are not allowed. Other assemble uses allowed in the I-1 District are a private high school and a private elementary and middle school which are also restricted to a geographic area in the I-1 district. Religious uses, banquet centers, galleries/museums are not allowed in the 1-2 Limited Industrial District. Other assemble uses allowed in the I-2 District as a Special Use include: a personal fitness training center, and a self improvement facility including dance, and sports training school.	No.		See attached.
Des Plaines	Religious uses, banquet centers, galleries/museums - No. We do allow other certain assembly uses in Commercial Office and Manufacturing Districts.	No.	Yes.	The City recently updated its zoning code for Commercially and Residentially Assembly Uses. See attached.
Grayslake	Yes. See attached.	No.		See attached.
Highland Park	Yes, Yes, No, some.	No limits on building area.	Religious uses are conditional uses in all districts. Other assembly uses are not.	See attached.

Municipality	Physician's Offices: 5. Do you allow physician's offices (e.g., doctors, acupuncturists, therapists, social workers) in office/industrial districts?	6. If so, are overnight stays permitted?	7. Do they require a Special Use permit or have other specific restrictions?	8. What are your code parking requirements for physician's offices?	Physician's Offices: 9. Please attach applicable code requirements.	Retail Uses: 10. Do you allow retail uses, such as restaurants, bakeries, banks/financial institutions and other retail sales in office/industrial districts?	11. If so, do they require a Special Use permit if there is a drive-thru?	12. Please attach applicable code requirements.	Spas/Pet Grooming Facilities: 13. Do you allow spas in office/industrial districts?
Deerfield	In I-1 District as a Special Use. Not in the I-2 District.	No.	Special Use.	5.6 parking spaces per 1,000 square feet of leasable floor area.		In I-1, only when for the convenience of the tenants of the building. In the I-2, Permitted Use if less than 5% of the total area of the Principal Use, and a Special Use if the sales area exceeds 5% of the total floor area of the Principal Use.	A drive-thru is not allowed in I-1 or I-2.		In I-1, beauty shop allowed only when operated primarily for the convenience of the tenants in the building. In I-2, not allowed.
Des Plaines	Yes.	No.	In certain circumstances.	4 per 1,000 Sq. ft.		Yes, with conditions.	Yes, only with a financial institution.		Yes, as a Retail Service with conditional use in Office.
Grayslake	Yes.	No.		Same as parking for other classifications.		Yes, in business districts.	No.		No.
Highland Park	Yes.	No, those are associated with hospitals, which need to be in our HC - Health Care district.	No.	4.11 spaces per 1,000 sq. ft. GFA.	See the parking tables starting on page 16.	Yes.	Yes.		Yes.

Municipality	ties: 14. Do you allow pet grooming facilities in office/industrial districts?	15. If so, do they require a Special Use permit or have specific restrictions?	16. Please attach applicable code requirements.	Catering Establishments: 17. Do you allow catering establishments where food is prepared for on-site or off-site consumption in office/industrial districts?	18. If so, do they require a Special Use permit or have specific restrictions?	19. What are your code parking requirements for catering establishments?	20. Please attach applicable code requirements.	Colleges & Vocational Schools: 21. Do you allow colleges and vocational schools in office/industrial districts?	22. If so, do they require a Special Use permit or have specific restrictions?
Deerfield	No to both I-1 and I-2 Districts.			No to both I-1 and I-2. I-2 District permits a food processing facility as a Special Use.				No, to both I-1 and I-2 Districts. I-1 District allows evening programs for business, professional graduate school and universities subject to size limitations.	
Des Plaines	Yes, a Domestic Pet Service with conditional use in M-1 and M-2	Yes.		Yes, as a Food Processing Establishment M-1 and M-2. No in Office.	Conditional in M-1 and Permitted in M-2.	1 Space per 1,000 sq. ft. of net floor area.		No.	
Grayslake	No.			No.				Yes.	No.
Highland Park	Yes.	No.		Yes.	No, permitted by right.	4 spaces per 1,000 sq. ft. GFA.		Yes.	Conditional uses.

Municipality	23. What are your code parking requirements for these uses?	24. Please attach applicable code requirements.	Tutoring Centers, Dance Schools, & Other Instructional Facilities: 25. Do you allow tutoring centers, dance schools, athletic training, and other instructional facilities in office/industrial districts?	26. If so, do they require a Special Use permit or have specific restrictions?	27. What are your code parking requirements for these uses?	28. Please attach applicable code requirements.
Deerfield			No in the I-1 District. In the I-2 District, personal fitness training facilities, and a dance school are a Special Use.	Special Use required in the I-2 District.	Under the Zoning Ordinance, a fitness-training studio would be considered a recreational use and would require one (1) parking space for each three (3) patrons, based on the design capacity of the facility in terms of the largest number of patrons to be served at one time.	
Des Plaines			Yes, in certain circumstances.	No.	4 per 1,000 sq. ft.	
Grayslake	Same as parking for other classifications.		Yes.	No.	Same as parking for other classifications.	
Highland Park	As determined by Zoning Administrator.		Yes.	Permitted Use.	As determined by Zoning Administrator.	

Municipality	Religious Uses, Banquet Centers, & Other Assembly Uses: 1. Do you allow religious uses, banquet centers, galleries/museums, and other assembly uses in office/industrial districts? 2. Do you limit the total building area they can occupy in the entire district? 3. If so, do they require a Special Use permit or have other specific restrictions? 4. Please attach any applicable code requirements.			
Lake Bluff	*Religious uses are permitted in all districts with a special use permit. *Banquet centers are not addressed in our code. A conference center is a special use in all districts, but eating places are only authorized (as a special use) in our downtown district. *Museums and art galleries are only permitted in our downtown district.	No.	See #1.	Nothing use-specific here. Our zoning table is Section 10-13-3.
Lake Zurich	Special Use in O2: Administrative offices of religious organizations, but not including any nonadministrative functions such as worship services, prayer groups, and similar religious activities and events. • Banquet centers, galleries/museums and other assembly uses not allowed.	No.		

Municipality	Physician's Offices: 5. Do you allow physician's offices (e.g., doctors, acupuncturists, therapists, social workers) in office/industrial districts?	6. If so, are overnight stays permitted?	7. Do they require a Special Use permit or have other specific restrictions?	8. What are your code parking requirements for physician's offices?	Physician's Offices: 9. Please attach applicable code requirements.	Retail Uses: 10. Do you allow retail uses, such as restaurants, bakeries, banks/financial institutions and other retail sales in office/industrial districts?	11. If so, do they require a Special Use permit if there is a drive-thru?	12. Please attach applicable code requirements.	Spas/Pet Grooming Facilities: 13. Do you allow spas in office/industrial districts?
Lake Bluff	Yes, by right.	While we have not evaluated a specific situation, these would most likely not be allowed.	No, as of right.	No specific requirement. Our general parking requirement of 1 space per 600 feet would apply.	Nothing use-specific here. Our zoning table is Section 10-13-3.	Some. Our office/industrial district is along Waukegan Road, and the Waukegan Road corridor study contemplates shifting the corridor towards a blended retail environment along the Waukegan edge. Retail sales are authorized by right. Restaurants, bakeries, and depositories are not.	Not authorized in this district. Drive-through facilities require a special use in other districts.	Nothing use-specific here. Our zoning table is Section 10-13-3.	These are not authorized in these districts.
Lake Zurich	Permitted in Office Districts.	No.		1 for each 175 square feet of net floor area.	<a href="http://sterlingcodifiers.com/codebook/index.php?book_id=373&amp;chapter_id=85813#s957569">http://sterlingcodifiers.com/codebook/index.php?book_id=373&amp;chapter_id=85813#s957569</a>	See attached.	No.		No.

Municipality	ties: 14. Do you allow pet grooming facilities in office/industrial districts?	15. If so, do they require a Special Use permit or have specific restrictions?	16. Please attach applicable code requirements.	Catering Establishments: 17. Do you allow catering establishments where food is prepared for on-site or off-site consumption in office/industrial districts?	18. If so, do they require a Special Use permit or have specific restrictions?	19. What are your code parking requirements for catering establishments?	20. Please attach applicable code requirements.	Colleges & Vocational Schools: 21. Do you allow colleges and vocational schools in office/industrial districts?	22. If so, do they require a Special Use permit or have specific restrictions?
Lake Bluff	As a special use.	Yes - see above.	Nothing use-specific here. Our zoning table is Section 10-13-3.	See #1 - most likely not.	If interpreted to be a conference center, they would require a special use permit.	No specific requirement. Our general parking requirement of 1 space per 600 feet would apply.	Nothing use-specific here. Our zoning table is Section 10-13-3.	This situation has not recently been examined. Our code includes a general category of "School" that is a special use in all districts.	Yes - see above.
Lake Zurich	Special Use in Industrial: Animal specialty services, except veterinary services, limited to the following uses (0752): Boarding kennels Animal grooming Shelter/pound for homeless/abandoned animals Showing of pets and other animals Training of pets and other animals.	Special Use in Industrial: Animal specialty services, except veterinary services, limited to the following uses (0752): Boarding kennels Animal grooming Shelter/pound for homeless/abandoned animals Showing of pets and other animals Training of pets and other animals.		No.	N/A	N/A.		<ul style="list-style-type: none"> <li>• Correspondence and vocational schools Permitted in Office</li> <li>• Vocational schools - Special Use in industrial</li> <li>• Schools and education services, not elsewhere classified - Special Use in industrial.</li> </ul>	<ul style="list-style-type: none"> <li>• Vocational schools - Special Use in industrial</li> <li>• Schools and education services, not elsewhere classified - Special Use in industrial.</li> </ul>

Municipality	23. What are your code parking requirements for these uses?	24. Please attach applicable code requirements.	Tutoring Centers, Dance Schools, & Other Instructional Facilities: 25. Do you allow tutoring centers, dance schools, athletic training, and other instructional facilities in office/industrial districts?	26. If so, do they require a Special Use permit or have specific restrictions?	27. What are your code parking requirements for these uses?	28. Please attach applicable code requirements.
Lake Bluff	No specific requirement. Our general parking requirement of 1 space per 600 feet would apply.	Nothing use-specific here. Our zoning table is Section 10-13-3.	See #19. In addition: *Business and secretarial schools are permitted in the downtown district and not authorized in all other districts. * Dance schools are a special use in the downtown district and not authorized in all other districts.	N/A. See above.	No specific requirement. Our general parking requirement of 1 space per 600 feet would apply.	Nothing use-specific here. Our zoning table is Section 10-13-3.
Lake Zurich	Vocational schools, except correspondence schools: 1 for each 200 square feet of net floor area.		<ul style="list-style-type: none"> <li>• Special Use in Industrial: Physical fitness facilities, Membership sports and recreation clubs, Gymnastics instructions.</li> <li>• Permitted in O2, O3: Physical fitness facilities, but not gymnasiums, reducing facilities, slenderizing salons, or spas.</li> </ul>	Special Use in Industrial: Physical fitness facilities, Membership sports and recreation clubs, Gymnastics instructions.	<ul style="list-style-type: none"> <li>• Physical fitness facilities: 1 for each 3 persons of design capacity.</li> <li>• Membership sports and recreation clubs and other commercial recreation uses: 1 for each 3 persons of design capacity.</li> </ul>	

Municipality	Religious Uses, Banquet Centers, & Other Assembly Uses: 1. Do you allow religious uses, banquet centers, galleries/museums, and other assembly uses in office/industrial districts? 2. Do you limit the total building area they can occupy in the entire district? 3. If so, do they require a Special Use permit or have other specific restrictions? 4. Please attach any applicable code requirements.			
Lincolnwood	No in O-1 District Yes in M-B District.	No.		See attached.

Municipality	Physician's Offices: 5. Do you allow physician's offices (e.g., doctors, acupuncturists, therapists, social workers) in office/industrial districts?	6. If so, are overnight stays permitted?	7. Do they require a Special Use permit or have other specific restrictions?	8. What are your code parking requirements for physician's offices?	Physician's Offices: 9. Please attach applicable code requirements.	Retail Uses: 10. Do you allow retail uses, such as restaurants, bakeries, banks/financial institutions and other retail sales in office/industrial districts?	11. If so, do they require a Special Use permit if there is a drive-thru?	12. Please attach applicable code requirements.	Spas/Pet Grooming Facilities: 13. Do you allow spas in office/industrial districts?
Lincolnwood	Hospital--O-1 district Massage therapy--No Medical clinic--O-1 district outpatient only/medical offices--O-1, M-B districts.	Hospital--overnight permitted. Medical Clinic--stays of 24 hours or less. Medical office (out-patient)--not overnight.	All uses and districts need a Special Use permit except for Medical office usage.	Hospital (overnight permitted)--1 space per bed for 100 beds or less, 1.1 spaces per bed for 101 to 300 beds, 1.2 spaces per bed for 301 to 500 beds, 1.3 spaces per bed for over 500 beds. Massage therapy--4 spaces per 1,000 square feet of gross floor area Medical clinic--5 spaces per 1,000 square feet of gross floor area Office, medical (out-patient only)--4 spaces per 1,000 square feet of gross floor area. Loading spaces--Hospital, medical clinic or service 0 to 9,999 sf--0 spaces 10,000 to 100,000 sf--1 space. 100,000+--1 space per 100,000 square feet, plus 1 space per 50,000 square feet above 100,000 square feet.	See attached. Definitions: <a href="https://ecode360.com/15343474">https://ecode360.com/15343474</a> Parking requirements: <a href="https://ecode360.com/15344731">https://ecode360.com/15344731</a>	Banking--No Restaurant--M-B districts Pub, bar, lounge--M-B districts.	Yes drive-through facilities are limited to B-1, B-2, B-3 districts with a special use permit required.	See attached.	No.

Municipality	ties: 14. Do you allow pet grooming facilities in office/industrial districts?	15. If so, do they require a Special Use permit or have specific restrictions?	16. Please attach applicable code requirements.	Catering Establishments: 17. Do you allow catering establishments where food is prepared for on-site or off-site consumption in office/industrial districts?	18. If so, do they require a Special Use permit or have specific restrictions?	19. What are your code parking requirements for catering establishments?	20. Please attach applicable code requirements.	Colleges & Vocational Schools: 21. Do you allow colleges and vocational schools in office/industrial districts?	22. If so, do they require a Special Use permit or have specific restrictions?
Lincolnwood	No.		See attached.	Yes, O-1, M-B districts.	Special use required for O-1 districts. Limit "open house" (on-site) events to 12 per year.	2 space per 1,000 square feet of gross floor area, plus 1 space per 2 full-time employees  Loading spaces All other commercial and retail uses 0 to 9,999 sf--0 Spaces 10,000 to 24,999 sf--1 Space 25,000 to 99,999 sf--2 Spaces 100,000 to 199,999 sf--3 Spaces 200,00+ sf--4 Spaces.	See attached. Parking requirements: <a href="https://ecode360.com/15344731">https://ecode360.com/15344731</a>	College and University--O-1, M-B Districts Trade school--O-1, M-B.	Each require a Special use permit in O-1, M-B.

Municipality	23. What are your code parking requirements for these uses?	24. Please attach applicable code requirements.	Tutoring Centers, Dance Schools, & Other Instructional Facilities: 25. Do you allow tutoring centers, dance schools, athletic training, and other instructional facilities in office/industrial districts?	26. If so, do they require a Special Use permit or have specific restrictions?	27. What are your code parking requirements for these uses?	28. Please attach applicable code requirements.
Lincolnwood	College or university--1 space for each 5 students, based on maximum occupancy, plus 2 spaces per 3 employees Commercial, trade school, private--1 space per 4 students, based on maximum occupancy, plus 1 space for 2 employees  Loading spaces 0 to 24,999 sf--0 spaces 25,000 to 199,999 sf--1 space 200,000+ sf--1 space per 200,000 sf.	See attached. Parking requirements: <a href="https://ecode360.com/15344731">https://ecode360.com/15344731</a>	Yes--O-1, M-B.	Require a Special Use permit in both.	Parking: Health club--1 space per 3 persons plus 1 space per 2 full-time employees General commercial--3.3 spaces per 1,000 square feet of gross floor area.  Loading spaces Educational facilities: 0 to 24,999--0 spaces 25,000 to 199,999--1 space 200,000+--1 space per 200,000.  All office uses, recreation, and entertainment 0 to 9,999 sf--0 Spaces 10,000 to 99,999 sf--1 Space 100,000+ sf--1 space per 100,000 sf.	See attached. Parking requirements: <a href="https://ecode360.com/15344731">https://ecode360.com/15344731</a>

Municipality	Religious Uses, Banquet Centers, & Other Assembly Uses:			4. Please attach any applicable code requirements.
	1. Do you allow religious uses, banquet centers, galleries/museums, and other assembly uses in office/industrial districts?	2. Do you limit the total building area they can occupy in the entire district?	3. If so, do they require a Special Use permit or have other specific restrictions?	
Niles	Religious Uses - No. Banquet Centers ("Reception Facility") - Special Use in ENT-MU Zoning District. Galleries/Museum ("Cultural Facility") - Special Use in ENT-MU Zoning District.	No.	Banquet Centers ("Reception Facility") - Special Use in ENT-MU Zoning District. Galleries/Museum ("Cultural Facility") - Special Use in ENT-MU Zoning District.	Please refer to the following links to our Zoning Ordinance: Section 6.1 - Office, Industrial, & Cultural/Entertainment Districts; Purpose Statements: <a href="https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZOR_S6OFINCUENDI_6.1PUST">https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZOR_S6OFINCUENDI_6.1PUST</a> Section 8.2 - Use Matrix: <a href="https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZOR_S8US_8.2USMA">https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZOR_S8US_8.2USMA</a> Section 8.5 - Use Definitions: <a href="https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZOR_S8US_8.5USDE">https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZOR_S8US_8.5USDE</a> Section 10.4 - Required Off-Street Parking Spaces: <a href="https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZOR_S10OREPALO_10.4REOREPASP">https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZOR_S10OREPALO_10.4REOREPASP</a>
Palatine	Health clubs, athletic and training facilities, martial arts studios are all special uses in the manufacturing district.	No, but any such assembly use would have to meet the parking requirement and could likely require a parking variation.	Churches are permitted uses in all residential districts.	<a href="https://weblink.palatine.il.us/weblink/0/edoc/2430097/Appendix%20A%20-%20Zoning%20Ordinance.pdf#page121">https://weblink.palatine.il.us/weblink/0/edoc/2430097/Appendix%20A%20-%20Zoning%20Ordinance.pdf#page121</a>

Municipality	Physician's Offices: 5. Do you allow physician's offices (e.g., doctors, acupuncturists, therapists, social workers) in office/industrial districts?	6. If so, are overnight stays permitted?	7. Do they require a Special Use permit or have other specific restrictions?	8. What are your code parking requirements for physician's offices?	Physician's Offices: 9. Please attach applicable code requirements.	Retail Uses: 10. Do you allow retail uses, such as restaurants, bakeries, banks/financial institutions and other retail sales in office/industrial districts?	11. If so, do they require a Special Use permit if there is a drive-thru?	12. Please attach applicable code requirements.	Spas/Pet Grooming Facilities: 13. Do you allow spas in office/industrial districts?
Niles	Medical/Dental Clinic - Allowed in the OR District.	No. By definition, Medical/Dental Clinics are for the "examination and treatment of persons solely on an outpatient basis."	No.	5 stalls per 1,000 SF of gross floor area.	Please refer to the following links to our Zoning Ordinance: Section 6.1 - Office, Industrial, & Cultural/Entertainment Districts; Purpose Statements: <a href="https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZ00R_S6OFINCUENDI_6.1PUST">https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZ00R_S6OFINCUENDI_6.1PUST</a> Section 8.2 - Use Matrix: <a href="https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZ00R_S8US_8.2USMA">https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZ00R_S8US_8.2USMA</a> Section 8.5 - Use Definitions: <a href="https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZ00R_S8US_8.5USDE">https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZ00R_S8US_8.5USDE</a> Section 10.4 - Required Off-Street Parking Spaces: <a href="https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZ00R_S10OREPALO_10.4REOREPASP">https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZ00R_S10OREPALO_10.4REOREPASP</a>	Please see the attached Table (Table 8-1: Use Matrix).	A drive-thru always requires a Special Use in the Village of Niles.	Please refer to the following links to our Zoning Ordinance: Section 6.1 - Office, Industrial, & Cultural/Entertainment Districts; Purpose Statements: <a href="https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZ00R_S6OFINCUENDI_6.1PUST">https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZ00R_S6OFINCUENDI_6.1PUST</a> Section 8.2 - Use Matrix: <a href="https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZ00R_S8US_8.2USMA">https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZ00R_S8US_8.2USMA</a> Section 8.5 - Use Definitions: <a href="https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZ00R_S8US_8.5USDE">https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZ00R_S8US_8.5USDE</a> Section 10.4 - Required Off-Street Parking Spaces: <a href="https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZ00R_S10OREPALO_10.4REOREPASP">https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZ00R_S10OREPALO_10.4REOREPASP</a>	"Personal Service Establishments" are allowed in the ENT-MU and OR Districts.
Palatine	Medical/dental clinic = permitted use. Medical office = special use.	Animal hospitals are special uses, but otherwise overnights are not contemplated.	N/A.	1/300 square feet. Text amendment being evaluated.	<a href="https://weblink.palatine.il.us/webink/0/edoc/2430097/Appendix%20A%20-%20Zoning%20Ordinance.pdf#page=121">https://weblink.palatine.il.us/webink/0/edoc/2430097/Appendix%20A%20-%20Zoning%20Ordinance.pdf#page=121</a>	Banks are not contemplated. restaurants = special uses auto sales = special use gas station & mart = special use machinery sales = permitted use building material sales = permitted use artists sales. with accessory studio = permitted uses. camera stores = permitted uses.	All drive-throughs require a special use.	<a href="https://weblink.palatine.il.us/webink/0/edoc/2430097/Appendix%20A%20-%20Zoning%20Ordinance.pdf#page=121">https://weblink.palatine.il.us/webink/0/edoc/2430097/Appendix%20A%20-%20Zoning%20Ordinance.pdf#page=121</a>	N/A.

Municipality	ties: 14. Do you allow pet grooming facilities in office/industrial districts?	15. If so, do they require a Special Use permit or have specific restrictions?	16. Please attach applicable code requirements.	Catering Establishments: 17. Do you allow catering establishments where food is prepared for on-site or off-site consumption in office/industrial districts?	18. If so, do they require a Special Use permit or have specific restrictions?	19. What are your code parking requirements for catering establishments?	20. Please attach applicable code requirements.	Colleges & Vocational Schools: 21. Do you allow colleges and vocational schools in office/industrial districts?	22. If so, do they require a Special Use permit or have specific restrictions?
Niles	"Pet Services: Grooming" is allowed as a Special Use in the ENT-MU District.	Yes.	Please refer to the following links to our Zoning Ordinance: Section 6.1 - Office, Industrial, & Cultural/Entertainment Districts; Purpose Statements: <a href="https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APBZOOOR_S6OFINCUE_NDI_6.1PUST">https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APBZOOOR_S6OFINCUE_NDI_6.1PUST</a> Section 8.2 - Use Matrix: <a href="https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APBZOOOR_S8US_8.2U">https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APBZOOOR_S8US_8.2U</a> SMA Section 8.5 - Use Definitions: <a href="https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APBZOOOR_S8US_8.5U">https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APBZOOOR_S8US_8.5U</a> SDE Section 10.4 - Required Off-Street Parking Spaces: <a href="https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APBZOOOR_S10OREPALO_10.4REOREPASP">https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APBZOOOR_S10OREPALO_10.4REOREPASP</a>	"Catering Establishment", by definition, is "A business that prepares foods for delivery to an off-site location." A "Catering Establishment" is allowed in the M District. "Specialty Food Service" is allowed in the M, ENT-MU, and OR Districts.	N/A	4 per 1,000 square feet of gross floor area.	Please refer to the following links to our Zoning Ordinance: Section 6.1 - Office, Industrial, & Cultural/Entertainment Districts; Purpose Statements: <a href="https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APBZOOOR_S6OFINCUE_NDI_6.1PUST">https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APBZOOOR_S6OFINCUE_NDI_6.1PUST</a> Section 8.2 - Use Matrix: <a href="https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APBZOOOR_S8US_8.2U">https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APBZOOOR_S8US_8.2U</a> SMA Section 8.5 - Use Definitions: <a href="https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APBZOOOR_S8US_8.5U">https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APBZOOOR_S8US_8.5U</a> SDE Section 10.4 - Required Off-Street Parking Spaces: <a href="https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APBZOOOR_S10OREPALO_10.4REOREPASP">https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APBZOOOR_S10OREPALO_10.4REOREPASP</a>	Yes, as Special Uses.	Yes.
Palatine	Kennels are a special use.	Special use.	<a href="https://weblink.palatine.il.us/weblink/0/edoc/2430097/Appendix%20A%20-%20Zoning%20Ordinance.pdf#page=121">https://weblink.palatine.il.us/weblink/0/edoc/2430097/Appendix%20A%20-%20Zoning%20Ordinance.pdf#page=121</a>	Catering establishment -- permitted uses. Not a banquet hall.	Parking and environmental health requirements.	1/300 SF.	See previous.	Not contemplated.	

Municipality	23. What are your code parking requirements for these uses?	24. Please attach applicable code requirements.	Tutoring Centers, Dance Schools, & Other Instructional Facilities: 25. Do you allow tutoring centers, dance schools, athletic training, and other instructional facilities in office/industrial districts?	26. If so, do they require a Special Use permit or have specific restrictions?	27. What are your code parking requirements for these uses?	28. Please attach applicable code requirements.
Niles	The Planning and Zoning Board shall determine parking requirements.	Please refer to the following links to our Zoning Ordinance: Section 6.1 - Office, Industrial, & Cultural/Entertainment Districts; Purpose Statements: <a href="https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZOOOR_S6OFINCUENDI_6.1PUST">https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZOOOR_S6OFINCUENDI_6.1PUST</a> Section 8.2 - Use Matrix: <a href="https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZOOOR_S8US_8.2USMA">https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZOOOR_S8US_8.2USMA</a> Section 8.5 - Use Definitions: <a href="https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZOOOR_S8US_8.5USDE">https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZOOOR_S8US_8.5USDE</a> Section 10.4 - Required Off-Street Parking Spaces: <a href="https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZOOOR_S10OREPALO_10.4REOREPASP">https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZOOOR_S10OREPALO_10.4REOREPASP</a>	Dance schools and personal athletic training centers ("Arts Schools") - allowed in the ENT - MU District.	No.	3 per 1,000 square feet of gross floor area.	Please refer to the following links to our Zoning Ordinance: Section 6.1 - Office, Industrial, & Cultural/Entertainment Districts; Purpose Statements: <a href="https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZOOOR_S6OFINCUENDI_6.1PUST">https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZOOOR_S6OFINCUENDI_6.1PUST</a> Section 8.2 - Use Matrix: <a href="https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZOOOR_S8US_8.2USMA">https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZOOOR_S8US_8.2USMA</a> Section 8.5 - Use Definitions: <a href="https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZOOOR_S8US_8.5USDE">https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZOOOR_S8US_8.5USDE</a> Section 10.4 - Required Off-Street Parking Spaces: <a href="https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZOOOR_S10OREPALO_10.4REOREPASP">https://library.municode.com/il/niles/codes/code_of_ordinances?nodeId=COOR_APXBZOOOR_S10OREPALO_10.4REOREPASP</a>
Palatine			Permitted uses.	Parking requirements for assembly uses = 30% of maximum occupancy per life safety code.	See previous.	<a href="https://weblink.palatine.il.us/weblink/0/edoc/2430097/Appendix%20A%20-%20Zoning%20Ordinance.pdf#page38">https://weblink.palatine.il.us/weblink/0/edoc/2430097/Appendix%20A%20-%20Zoning%20Ordinance.pdf#page38</a>

Municipality	Religious Uses, Banquet Centers, & Other Assembly Uses: 1. Do you allow religious uses, banquet centers, galleries/museums, and other assembly uses in office/industrial districts? 2. Do you limit the total building area they can occupy in the entire district? 3. If so, do they require a Special Use permit or have other specific restrictions? 4. Please attach any applicable code requirements.			
Schaumburg	In general, our more intensive Office Districts (B-2 thru B-3) permits as a Special Use. The Village has both a specific (MP) and general industrial district (M1). The proposed uses are not allowed in the MP, but are Special Uses in the M1.	No, but the Special Use process allows scrutiny.	Yes, see previous responses.	See attached.
Vernon Hills	No.	No.		
Wheeling	Religious uses are special use in I-1, Light Industrial and Office District.	No.	Special use.	<a href="https://library.municode.com/il/wheeling/codes/code_of_ordinances?nodeId=TIT19ZO_APXAUSTA">https://library.municode.com/il/wheeling/codes/code_of_ordinances?nodeId=TIT19ZO_APXAUSTA</a>

Municipality	Physician's Offices: 5. Do you allow physician's offices (e.g., doctors, acupuncturists, therapists, social workers) in office/industrial districts?	6. If so, are overnight stays permitted?	7. Do they require a Special Use permit or have other specific restrictions?	8. What are your code parking requirements for physician's offices?	Physician's Offices: 9. Please attach applicable code requirements.	Retail Uses: 10. Do you allow retail uses, such as restaurants, bakeries, banks/financial institutions and other retail sales in office/industrial districts?	11. If so, do they require a Special Use permit if there is a drive-thru?	12. Please attach applicable code requirements.	Spas/Pet Grooming Facilities: 13. Do you allow spas in office/industrial districts?
Schaumburg	In general, yes. Permitted use.	Our code is not that specific, yet clinics state only outpatient services. In general, I do not think that they would be allowed overnight stays as that moves towards a facility or hospital, not an office.	Generally no.	5 per 1,000 sq. ft. of NET area.	See attached.	Generally yes of Office, no in Industrial unless secondary to primary use.	All restaurants and drive-thrus require Special Use approval in any zoning district.		Generally yes in Office as Permitted Use, Generally No in industrial.
Vernon Hills	Yes.	No.	No.	1 space for every 250 square feet of office space.	Restaurant and Banks only.	Yes.			Yes.
Wheeling	Health clinic (including dental, chiropractic, urgent care, etc.) (as an accessory to an approved principal use) permitted in I-1, I-2, I-3, and I-4. Medical office (including dental, chiropractic, etc.) permitted in I-1.	Not permitted, per definitions.	Permitted.	2 spaces per exam room, and one space per employee (for the work shift with the largest number of employees).	<a href="https://library.municode.com/il/wheeling/codes/code_of_ordinances?nodeId=TIT19ZO_CH19.01DE_19.01.010DE">https://library.municode.com/il/wheeling/codes/code_of_ordinances?nodeId=TIT19ZO_CH19.01DE_19.01.010DE</a> <a href="https://library.municode.com/il/wheeling/codes/code_of_ordinances?nodeId=TIT19ZO_APXAUSTA">https://library.municode.com/il/wheeling/codes/code_of_ordinances?nodeId=TIT19ZO_APXAUSTA</a> <a href="https://library.municode.com/il/wheeling/codes/code_of_ordinances?nodeId=TIT19ZO_CH19.11GEDE_ST_19.11.010OREPALO">https://library.municode.com/il/wheeling/codes/code_of_ordinances?nodeId=TIT19ZO_CH19.11GEDE_ST_19.11.010OREPALO</a>	Home improvement center, Special Use in I-1. Adult retail establishment, Special Use in I-3 (General Industrial) and I-4 (Heavy Industrial).	Drive-thru must be an accessory to an approved principal use (special use required).	<a href="https://library.municode.com/il/wheeling/codes/code_of_ordinances?nodeId=TIT19ZO_APXAUSTA">https://library.municode.com/il/wheeling/codes/code_of_ordinances?nodeId=TIT19ZO_APXAUSTA</a>	No.

Municipality	ties: 14. Do you allow pet grooming facilities in office/industrial districts?	15. If so, do they require a Special Use permit or have specific restrictions?	16. Please attach applicable code requirements.	Catering Establishments: 17. Do you allow catering establishments where food is prepared for on-site or off-site consumption in office/industrial districts?	18. If so, do they require a Special Use permit or have specific restrictions?	19. What are your code parking requirements for catering establishments?	20. Please attach applicable code requirements.	Colleges & Vocational Schools: 21. Do you allow colleges and vocational schools in office/industrial districts?	22. If so, do they require a Special Use permit or have specific restrictions?
Schaumburg	Special Use in Office, not permitted in Industrial.	See above.		Yes, permitted uses in both.	No, permitted uses by right.	Undefined. As low as 2 per 1,000 sq. ft. if considered manufacturing.		Generally yes, permitted uses in both.	No.
Vernon Hills	Yes.	Yes.		Yes.	No.	1 space for every 2 seats provided.		No.	
Wheeling	Animal grooming or training facility, Special Use in I-1 (Light Industrial and Office) and I-2 (Limited Industrial).	Special use. Boarding of domestic animals for a max period of 48 hours incidental to the grooming or training services.	<a href="https://library.municode.com/il/wheeling/codes/code_of_ordinances?nodeId=TIT19ZO_CH19.01DE_19.01.010DE">https://library.municode.com/il/wheeling/codes/code_of_ordinances?nodeId=TIT19ZO_CH19.01DE_19.01.010DE</a>	Catering service permitted in I-1, I-2, and I-3.	No.	3 spaces per 1,000 SF	<a href="https://library.municode.com/il/wheeling/codes/code_of_ordinances?nodeId=TIT19ZO_CH19.11GEDE_ST_19.11.010OREPALO">https://library.municode.com/il/wheeling/codes/code_of_ordinances?nodeId=TIT19ZO_CH19.11GEDE_ST_19.11.010OREPALO</a>	Colleges, university, trade and technical school, Special Use in the I-1, I-2, and I-3 districts.	Special Use.

Municipality	23. What are your code parking requirements for these uses?	24. Please attach applicable code requirements.	Tutoring Centers, Dance Schools, & Other Instructional Facilities: 25. Do you allow tutoring centers, dance schools, athletic training, and other instructional facilities in office/industrial districts?	26. If so, do they require a Special Use permit or have specific restrictions?	27. What are your code parking requirements for these uses?	28. Please attach applicable code requirements.
Schaumburg	1 per each employee plus 2 per each 3 students based on the maximum number of students attending classes on the premises at any one time.		Generally yes in Office, no in Industrial.	Varies on intensity of Office zoning.	1 per each employee plus 2 per each 3 students based on the maximum number of students attending classes on the premises at any one time.	
Vernon Hills			Yes.	Special Use.	1 space for employees and 2 spaces for every 3 students.	
Wheeling	1 space for each 2 students on campus during the highest attendance period, and 1 space per employee.	<a href="https://library.municode.com/il/wheeling/codes/code_of_ordinances?nodeId=TIT19ZO_CH19.11GEDEST_19.11.010OREPALO">https://library.municode.com/il/wheeling/codes/code_of_ordinances?nodeId=TIT19ZO_CH19.11GEDEST_19.11.010OREPALO</a>	Recreation and instruction facility.	Yes.	1 space per 3 clients, based on max capacity, one space per employee.	<a href="https://library.municode.com/il/wheeling/codes/code_of_ordinances?nodeId=TIT19ZO_CH19.11GEDEST_19.11.010OREPALO">https://library.municode.com/il/wheeling/codes/code_of_ordinances?nodeId=TIT19ZO_CH19.11GEDEST_19.11.010OREPALO</a>

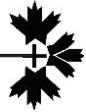
Municipality	1. Does your municipality allow breweries or microbreweries?	2. If yes, in which zoning districts are they allowed and provide whether they are permitted or special uses.	3. Does your municipality allow breweries combined with tap rooms, bars, or restaurants?	4. Does your municipality have specific regulations regarding operation of any of these uses?	5. Does your municipality allow the combination of microbreweries with bars or restaurants?	6. What is your definition of breweries, microbreweries, and/or tap rooms?	7. Does your municipality have special licensing for these types of uses?	8. If you have a brewery in your community, have you experienced any problems with the operation?
Arlington Heights	No.		No.	No.	No.	N/A.	No.	
Barrington	Yes.	Retail, Permitted Use in B-1 General Business District, Special Use in B-4 & B-5 Districts (downtown zoning districts), Wholesale, Permitted Use in M-1 Limited Manufacturing District, Special Use in A-1 Artisan District, M-A Manufacturing-Artisan District, O-R Office-Research District.	Yes.	No.	Yes.	MICROBREWERY/DISTILLERY/WINERY, RETAIL. A facility for the production and packaging of alcoholic beverages for consumption on-site in conjunction with a tasting room, tavern and/or restaurant component. The establishment may include accessory retail sales. MICROBREWERY/DISTILLERY/WINERY, WHOLESALE. A facility for the production and packaging of alcoholic beverages for wholesale distribution. The facility may include an accessory tasting room, tavern and/or retail sales component.	No.	We have a brewery currently under construction. It has not opened yet. It will be a brewing facility for on-site consumption at a tap room. No restaurant or bottling facilities.
Buffalo Grove	Yes.	Business Districts - allowed. Industrial District - Special Use.	Yes.	Yes. See attached.	Yes.	No definition.	Yes. See attached.	Buffalo Grove has one microbrewery. We have not had any problems.
Carpentersville	Yes.	Permitted uses in Commercial and Industrial Districts.	Yes.	No.	Yes.	Dictionary definitions.	No.	

Municipality	1. Does your municipality allow breweries or microbreweries?	2. If yes, in which zoning districts are they allowed and provide whether they are permitted or special uses.	3. Does your municipality allow breweries combined with tap rooms, bars, or restaurants?	4. Does your municipality have specific regulations regarding operation of any of these uses?	5. Does your municipality allow the combination of microbreweries with bars or restaurants?	6. What is your definition of breweries, microbreweries, and/or tap rooms?	7. Does your municipality have special licensing for these types of uses?	8. If you have a brewery in your community, have you experienced any problems with the operation?
Des Plaines	Yes.	Brewpubs are permitted in all commercial zoning districts except the C-1 neighborhood shopping district; breweries are permitted by right in the M-2 general manufacturing and M-3 special manufacturing zoning districts and as a conditional use in the M-1 limited manufacturing district.	Yes.	In certain commercial district, the brewpub needs to be located in an office/hotel building.	Yes.	See attached.	No.	
Evanston	Yes.	See attached.	Craft Brewery As an accessory use to Restaurants.	Yes. See attached.	Craft Brewery as an accessory use to restaurants.	See attached.	Yes. See attached.	One craft brewery began operating while special use permit was under consideration, which was the sole issue in this case. Once the special use permit was issued, there have been no additional issues.
Fox Lake	No.		Never had an application, but expect to address this in the next year.	No. Will need to address this in upcoming year.	Not yet but its coming.		No.	

Municipality	1. Does your municipality allow breweries or microbreweries?	2. If yes, in which zoning districts are they allowed and provide whether they are permitted or special uses.	3. Does your municipality allow breweries combined with tap rooms, bars, or restaurants?	4. Does your municipality have specific regulations regarding operation of any of these uses?	5. Does your municipality allow the combination of microbreweries with bars or restaurants?	6. What is your definition of breweries, microbreweries, and/or tap rooms?	7. Does your municipality have special licensing for these types of uses?	8. If you have a brewery in your community, have you experienced any problems with the operation?
Glencoe	Yes.	We updated the liquor code two years ago to allow for these types of liquor licenses. We have none issued right now, should we receive an application we'd need to refer to the zoning commission to allow for this use as its not currently in the zoning code.	Yes.		Yes.	Brew Pubs and Craft Breweries, which shall authorize alcohol production facilities including brew pubs and craft breweries to offer alcohol for on- and/or off-premises consumption. Food must be offered for service at all Class H Licensed establishments that permit on-premises consumption.	Its a class of liquor license.	We do not have any breweries.
Grayslake	Yes.	Grayslake has only one brewery, which follows the Village liquor ordinance and has a special use permit.	Only one is allowed. Has a special use permit.	Village liquor ordinance.	Only one.	See attached.	They follow the Village liquor ordinance and have a special use permit.	No problems thus far.
Highland Park	Yes.	Microbreweries may operate as an accessory use to a restaurant in those zoning districts which allow for a restaurant use	No.	No.	Only allowed if the microbrewery is determined to be an accessory use to a restaurant only	The City Code does not define "breweries", "microbreweries" or "tap rooms" and defers to the State and Federal regulations as applicable.	No.	The City does not currently have a brewery but there is a brew pub under development.
Hoffman Estates	Yes.	Business, Manufacturing and Office Districts - All Require a Special Use Permit.	As approved by special use and permitted by a new liquor license category.	No.	As approved by special use and liquor licensing category.	No specific definition in Municipal Code.	Special Use Permit and Liquor Licensing.	No breweries currently exist.
Lincolnshire	Yes.	If they provide food and do not have live entertainment or a drive-thru, they are treated as restaurants (permitted in all commercial districts without a Special Use).	Yes.	No.	Yes.	We do not have a separate definition of microbreweries.	Liquor License.	We have one restaurant/brewery with food prepared on premises.

Municipality	1. Does your municipality allow breweries or microbreweries?	2. If yes, in which zoning districts are they allowed and provide whether they are permitted or special uses.	3. Does your municipality allow breweries combined with tap rooms, bars, or restaurants?	4. Does your municipality have specific regulations regarding operation of any of these uses?	5. Does your municipality allow the combination of microbreweries with bars or restaurants?	6. What is your definition of breweries, microbreweries, and/or tap rooms?	7. Does your municipality have special licensing for these types of uses?	8. If you have a brewery in your community, have you experienced any problems with the operation?
Morton Grove	Yes.	As part of a restaurant or bar: Permitted in the C1 District, Special use in the CR District; Principal Use with Tasting Room: Special Use in C1 District.	Yes.	Yes. See attached.	Yes.	MICROBREWERY: Any public place or establishment that engages in the production, manufacturing, or brewing of beer on the premises by means of adequate and sanitary equipment designed and maintained to facilitate the brewing process and dispenses beer produced on the premises for consumption on the premises and packaged for retail sale.	See Definition for Class M Liquor License.	N/A.
Niles	Yes.	They are 'Special' Uses in 4 of our commercial zoning districts, and 'Permitted' uses in our Manufacturing and in our 'Mixed-Use/Entertainment' District.	Yes.	Liquor License requirements.	Yes.	A business that specializes in the limited production and on-site sale of certain alcoholic products including beer, wine, and alcoholic spirits, and which may offer indoor or outdoor seating areas for on-site consumption of the products produced on-site. Also includes small-scale preparation, processing, or packaging of products made on-site where all such (activity) is completely enclosed and there are no outside impacts or outside storage.	No.	We approved our first brewery in late 2016 and expect them to open in early 2017.
Schaumburg	Yes.	See attached.	Yes.	Yes in terms of they are generally associated with restaurants in our Village and restaurants required special use. Code attached.	Yes.	The definition section of our code does not define these three words specifically. Definition code attached.	Fees attached to special use process, etc.	N/A.

Municipality	1. Does your municipality allow breweries or microbreweries?	2. If yes, in which zoning districts are they allowed and provide whether they are permitted or special uses.	3. Does your municipality allow breweries combined with tap rooms, bars, or restaurants?	4. Does your municipality have specific regulations regarding operation of any of these uses?	5. Does your municipality allow the combination of microbreweries with bars or restaurants?	6. What is your definition of breweries, microbreweries, and/or tap rooms?	7. Does your municipality have special licensing for these types of uses?	8. If you have a brewery in your community, have you experienced any problems with the operation?
Wheeling	Yes.	Although Wheeling's code is silent on breweries, they fall under the definition of a light manufacturing use, and would be a permitted use in a Mixed Use Industrial (MXI) District or in any industrial district (I-1, I-2, I-3, I-4).	These would be a special use in an MXI District.	No.	These would be a special use in an MXI District.	Wheeling's code is silent on all three.	No.	N/A.



**UNAPPROVED** Minutes of the **REGULAR MEETING OF THE ZONING BOARD** held on Tuesday, November 13, 2018 in the Public Meeting Room in the Village Hall, One Olde Half Day Road, Lincolnshire, IL.

**PRESENT:** Chairman Bichkoff and Members Kalina, Udoni, Hersch and Hashemi.

**STAFF PRESENT:** Tonya Zozulya, Planning and Development Manager.

**ABSENT:** Trustee Liaison McDonough.

**CALL TO ORDER:** **Chairman Bichkoff** called the meeting to order at 7:00 P.M.

### 1.0 ROLL CALL

The roll was called by **Planning and Development Manager Tonya Zozulya**. **Chairman Bichkoff** declared a quorum to be present.

### 2.0 APPROVAL OF MINUTES

2.1 Approval of the Minutes for the Regularly Scheduled Zoning Board Meeting held on Wednesday, September 12, 2018.

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

### 3.0 ITEMS OF GENERAL BUSINESS

**Chairman Manion** recessed the Zoning Board meeting and opened the following Public Hearing:

3.1 A Public Hearing regarding text amendments to Chapter 2, Definitions, Chapter 8, Office/Industrial Zoning Districts, and Chapter 11, Off-Street Parking & Loading, of the Lincolnshire Zoning Code (Title 6) to revise permitted and s allowed in the O/I zoning subdistricts (Village of Lincolnshire).

**Tonya Zozulya, Planning and Development Manager** provided an overview of the proposed text amendments to O/I district, types of uses slated for revisions and staff recommendations. She stated Van Vlissingen & Company representatives met with staff in August 2018 to discuss current state of the office market. She added the office vacancy rate in Lincolnshire is at 30% which is double Lake County rate. Van Vlissingen representatives requested staff to include additional permitted uses in response to office/industrial business trends in Lincolnshire and surrounding communities. Staff conducted an office industrial zoning district use survey of 14 local communities through the Northwest Municipal Conference and included the results in the meeting packet. In September 2018, staff developed a proposal for comprehensive O/I text amendments based on Van Vlissingen's input and staff research. These amendments were presented to the Village Board on October 9, 2018 in which the Village Board expressed a desire to allow more uses by right without a Special Use, where appropriate, and referred the matter to the Zoning Board for a public hearing.

**Tonya Zozulya** summarized some of the proposed amendments as follows:

- Chapter 2: Definitions: Staff is proposing new definitions, and revising or eliminating current definitions.

- Chapter 8 (Office/Industrial Districts).
  - Assembly Uses. Staff is proposing increasing the current cap from 50,000 square feet to 150,000 square feet to accommodate additional assembly uses which may include religious uses, banquet venues, museums, galleries, theaters, and similar uses.
  - Breweries and Distilleries. Staff is proposing this new use with tasting room/sales as ancillary use and is seeking the Board's determination whether these should be permitted by right or Special Use.
  - Banks and Financial Institutions. Staff is proposing making them stand-alone uses by right, but those with drive through will require Special Use.
  - Catering Establishments. Currently not addressed in the O/I District; staff is proposing allowing them by right in O/Ic and O/Id and require a Special Use in O/Ia and O/Ib.
  - Child Daycare. Staff is proposing maintaining Special Use requirement but allow in multi-tenant buildings on first floor only.
  - Day Spa. Staff is proposing permitting by right in the O/I district without massage service and by Special Use with massage service.
  - Commercial Service Activity. This category to be eliminated; all commercial uses in this category to be listed separately.
  - Educational Institutions. Staff is proposing them by Special Use.
  - Farmers Markets. Staff is proposing them by right in all subdistricts with a temporary use permit.
  - Laboratories, research and development. Staff is proposing permitting them by right in all O/I subdistricts.
  - Performing and Visual Arts Studios. Staff is proposing permitting them by right with conditions regarding location on first floor of multi-tenant buildings with sound proof measures.
  - Pet Daycare, Grooming and Training. Staff is proposing maintaining the Special Use requirement and expanding to include related grooming and training uses and overnight boarding. First floor limitation in multi-tenant buildings with sound proof measures.
  - Physician's Offices. Staff is proposing permitting them by right; removing restrictions on locations and size; outpatient consultation only.
  - Printing and Reproduction Services, Graphic and Photo Services. Staff is proposing permitting them by right in all O/I subdistricts.
  - Recreation Facilities. Staff is proposing permitting them by Special Use in all O/I sub-districts.
  - Restaurants. Staff is proposing permitting them by right in all O/I districts; by Special Use for drive-thru.
  - Testing of Materials. Staff is proposing removing the current restriction of occupying no more than 25% of building or tenant area.
  - Tutoring Centers. Staff is proposing permitting them by right in all O/I subdistricts.
  - Vehicle Fueling Stations. Staff is proposing maintaining the Special Use requirement; clarifying these uses may include a convenience store and/or car wash as an accessory use.
  
- Chapter 11 (Off Street Parking & Loading). Due to the new uses be proposed in Chapter 8, staff is proposing creating new parking requirements and parking schedule to address the new uses as outlined in the packet.

**Member Hashemi** inquired about overnight pet boarding, citing her concerns about noise noting her company is located near a pet facility and they hear the noise all day. **Tonya Zozulya** stated staff is recommending overnight boarding in the O/I district which has limited boundaries adjacent to residential areas along Aptakistic Road and requested the Zoning Board's consideration.

**Member Kalina** inquired about the email dated November 12, 2018 sent to Village Staff and presented to the Zoning Board from a concerned resident in regards to corporate center zoning changes. **Tonya Zozulya** said the resident's concern seems to be the Village is lowering their standards by opening up permissibility; and the Village should be more proactive and less reactive to developers. **Member Kalina** stated the Village is considering these changes to reignite growth in Lincolnshire and to address the concerns of the office building property owners.

**Member Kalina** questioned the use of car rental facilities; he would prefer to keep these as a Special Use versus permitted by right. **Member Udoni** agreed the car rental and overnight pet facilities should require a Special Use. There was also discussion regarding restaurant uses and large-scale catering spaces in office buildings. **Member Hersch** asked if there are problems with the current regulations, **Tonya Zozulya** stated there are smaller non-traditional businesses trying to locate in the office buildings, but the current code is prohibiting or restricting them such as physician's offices.

Upon request by **Tonya Zozulya**, **Chairman Bickhoff** entered into the record the Findings of Fact.

**Chairman Bickhoff** opened the floor to any members of the public who wish to speak.

**Charles Lamphere**, Vice President of Van Vlissingen & Company, was sworn in. **Mr. Lamphere** addressed the Zoning Board highlighting the projects his company has developed in Lincolnshire and surrounding communities, which total in excess of 6 million square feet of space; adding they still own some of these properties and will continue to have a long standing commitment to the community. He noted their current vacancy rate in the Lincolnshire Corporate Center which includes the O/I zoning is 42% (with subleases). He noted the Corporate Woods in Vernon Hills is at approximately 10% vacancy and the Buffalo Grove Corporate Grove Center is under 5%; stating both Villages have a more flexible zoning code. He added he appreciates the effort of Village staff in recommending the proposed changes, but would like to see more. **Mr. Lamphere** stated many of their potential clients cannot wait the time it takes to get a Special Use permit; they will locate to other towns where their use is permitted by right. In regards to assembly use, he stated the limitation on square footage is unheard of. He further stated when he began developing almost 40 years ago, the traditional uses permitted then are not what tenants are proposing today; with as much as 25% of their space being occupied by non-traditional uses such as yoga clubs, volleyball clubs, martial art studios, mini breweries. He noted the traditional corporate offices such as Hewitt and Grainger have left. There is now a real need to attract millennials; adding they just completed a project at One Overlook Point which included a \$2M-dollar investment in their common areas to include fitness, bike rooms, and a café.

**Mr. Lamphere** requested the Zoning Board and village staff to consider the following uses by right:

- Assembly uses. No restrictions on size of the use. **Mr. Lamphere** stated there may have been reluctance on the part of the Village to allow assembly uses, such as places of worship or other non-profit, non-tax entities. However, the assembly uses in Van Vlissingen's properties pay rent and the property owners pay real estate taxes.
- Drive through financial institutions. Should be controlled through architectural review, not Special Use.
- Catering. Food service is critical for clients both inside and outside the building. Allow it as an accessory use, not a Special Use.
- Educational Institutions. A market is developing for both for-profit educational facilities and public schools use of administrative offices. Allow by right.
- Performing Arts. Expand the definition. The market is looking for amenities such as yoga studios.
- Fitness Centers. Allow by right within the office buildings.

In response to **Mr. Lamphere** comments and suggestions, **Tonya Zozulya** noted the following:

- Assembly use cap. The Village Board desired to establish the cap to protect the tax base and to accommodate traditional office and industrial uses in corporate centers. The Zoning Board should determine whether to keep the current cap or revise it.
- Financial uses with Drive-throughs. All communities require a Special Use for drive-throughs. Special Use review is not within the purview of the Architectural Review Board.
- Catering Establishments. If part of an office use as a support use; they are allowed by right in the proposed changes as an auxiliary use. As far as stand-alone catering establishments, the proposed changes will allow this.
- Educational Institutions. School administrative offices are allowed by right. However, staff believes universities, colleges should be allowed by Special Use due to potential traffic, parking, lighting and other impacts.
- Yoga, Pilates, fitness facility as part of an office function is permitted by right as a private recreation facility under "Auxiliary Uses." Recreational facilities as a stand-alone will continue to require a Special Use.

There was discussion regarding new business startups, "incubator" businesses and transportation challenges. **Mr. Lamphere** stated suites in some of their properties are designed for such uses; they are seeing an increase in this type of tenant requirement.

**Robert Barnhill, Westgate Homeowners Association Treasurer**, was sworn in. He inquired about the empty lot adjacent to the Lincolnshire Animal Hospital and if the zoning changes proposed would affect that lot. **Tonya Zozulya** stated the vacant parcel is currently zoned R-1; the changes to the O/I district would not apply to this parcel.

**Chairman Bichkoff** closed the Public Hearing and reconvened the Zoning Board meeting. He requested discussion by the Zoning Board on the items discussed by Van Vlissingen & Co., which include a cap on assembly space, financial institutions with drive-throughs, educational uses, car rental facilities and breweries/distilleries with limitation on tap room space.

**Chairman Bichkoff** commented on the assembly cap; noting Lincolnshire Willow Creek Church could desire to build a large assembly use in the Village. **Member Hersch** and **Member Hashemi** agreed, maybe limiting the space but increase from 50,000 to 150,000 per staff proposal. **Member Kalina** noted no other communities have a cap. **Mr. Lamphere** suggested a cap of 250,000-275,000, which would allow a building to be fully utilized by an assembly type use, but still finds the cap capricious.

**Chairman Bichkoff** discussed financial institutions with drive-throughs, citing traffic concerns as potential issues. This should be addressed through the Special Use process. Other members concurred.

**Member Kalina** questioned the educational use by Special Use; **Tonya Zozulya** stated educational uses could include multiple buildings, field use, parking impact and much activity with a mixed use environment with higher use intensity. Tutoring centers are proposed to be allowed by right. Members concurred to require the Special Use for educational institutions.

There was discussion regarding car rental lots and possible use of zip cars, car sharing by corporate customers. Large car rental lots would not be desirable. **Tonya Zozulya** suggested it could be permitted by right without car service but limit the number of cars. **Mr Lamphere** stated they are not interested in large car lots; they are looking at the convenience factor, Uber from the airport to a Lincolnshire destination, have the availability of a car to get around. He added the transit connection in Lincolnshire is weak; this is one way to bridge this gap adding he would have no issue with limit on number of cars. Members concurred to leave the car rental uses as proposed by staff.

There was discussion on breweries and distilleries in the O/IC and O/Id subdistricts. **Chairman Bickhoff** commented the Village Board is thinking outside the box. This would be a nice addition to the community and should be allowed by right similar to restaurant uses. Members concurred with the tap room as an accessory use.

**Member Kalina** moved, seconded by **Member Udoni**, having made findings based on facts covered in a Public Hearing on November 13, 2018, the Zoning Board recommends approval to the Village Board of text amendments to Chapter 2, Definitions; Chapter 8, Office/Industrial Districts, and Chapter 11, Off-Street Parking and Loading, of the Lincolnshire Zoning Code, regarding Office-Industrial Zoning District (O/I) permitted and Special Uses, as presented in staff's memorandum dated November 13, 2018 with the following changes:

- Increase the assembly use cap from 50,000 to 250,000 square feet in the entire O/I district, and
- Permit breweries and distilleries by right in the O/Ic and O/Id subdistricts with tasting/tap rooms as an accessory use.

*Motion passed unanimously by voice vote.*

**4.0 UNFINISHED BUSINESS (None)**

**5.0 NEW BUSINESS (None)**

**6.0 CITIZENS COMMENTS (None)**

**7.0 ADJOURNMENT**

There being no further business, **Chairman Bickhoff** requested a motion to adjourn. **Member Kalina** moved, and **Member Hersh** seconded the motion to adjourn. The meeting adjourned at 8:45 P.M.

Minutes submitted by Carol Lustig, Administrative Assistant, Community & Economic Development Department

**O/I Text Amendments - Public Input**

11/12/18

Dear Brad,

Frankly, I was stunned to read the Zoning Board agenda and packet for tomorrow evening's meeting. Has the Village staff read and studied all the history of the Corporate Center? Do they know that Chuck Lamphere's father, Robert (Bob), along with Wheeling's Northgate Parkway developer, Gerry Kenny, tried for years to lower the zoning and standards of the Corporate Center and to allow the same relaxed zoning that started in the last few years, and is now being proposed to go even lower by Chuck Lamphere, staff, and others? Maybe the Village residents east of the river no longer care about our perceived and/or actual "character" west of the river, but now with substantial residential investment west of the river as well, every effort should be made to inform all residents of the long term effects of zoning changes and trade-offs as we continue to accommodate developers at the expense of our community's reputation. I will not be in attendance tomorrow evening; however, I am very disappointed in the direction of our Village that in the past we have tried so diligently to preserve as an oasis among many of the all-too-common and less desirable Chicago suburbs.

Evie Cooper

Thank you for your response, Brad. I'd like to share a few additional thoughts regarding the Corporate Center area and the business areas in general.

First, please know that I recognize the challenges we continue to face, and that there are no quick answers or quick fixes. I would, however, like the Village to consider a different approach to our problems because I don't believe lowering any of our standards is the best answer. In fact, I would like to see the Village take the opposite approach.

Consider the following questions:

1. What can we do to improve the appearance throughout our community, within every area, and along every arterial to make it more aesthetically desirable to help attract the highest-quality of commercial and retail development?
2. How can we improve our defined zoning classifications and districts to ensure more compatibility among the various uses in our commercial and business districts, e.g. are B1 and B2 outdated and too "all-inclusive"?
3. Should we consider obtaining outside expertise to provide guidance in actionable steps to differentiate ourselves to help create demand for high quality development and corporate headquarters?
4. How can we be more proactive and less reactive to developers who approach the Village?

I see us now on a slippery slope sliding down on the "demand" scale, with other communities at an advantage because they have a well-defined sense of "community character". Without a sound approach, plan, and possibly new strategy, I fear we will soon lose our sense of community and identity. Again, thanks for considering my thoughts.

Evie Cooper

**REQUEST FOR BOARD ACTION  
Regular Village Board  
December 10, 2018**

**Subject:** GIS Consortium Membership Agreement

**Action Requested:** Approval of a Membership Agreement with the Geographic Information System Consortium (GIS Consortium) Service Provider, Municipal GIS Partners (MGP). Waiver of First Reading Requested - (Village of Lincolnshire)

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

**Referred To:** Village Board

**Background/Summary:** Municipal GIS Partners, Inc. (MGP), based in Des Plaines, Illinois, is the service provider of the Geographic Information System Consortium (GIS) services, which provide digital mapping services to the Village of Lincolnshire. At the November GIS Consortium Board Meeting, the Board unanimously approved amendments to the Membership Agreement. This amended agreement is to be signed by all member communities. The changes to the membership agreement are minimal to create consistency between the agreement and the consortium by-laws. The Membership Agreement for a Geographic Information System Consortium document has traditionally been executed by a community upon joining the GIS Consortium. The purpose of the agreement is to establish an intergovernmental partnership for GIS services between member communities. The Consortium itself is governed by by-laws established by all of the members. While the by-laws have been periodically updated to reflect the changes and growth of the consortium, the membership agreement has never been updated. As such, a review of the membership agreement was done this year to ensure consistency with the by-laws.

The attached membership agreement shows the changes approved by the GIS Consortium Board (the by-laws are attached for reference).

Changes include:

- *Amending the shortened name of the Consortium from GISCon to GISC*
- *Amending the officers to reflect the creation of an Executive Board of Directors approved in 2017*

**Recommendation:** Consideration, discussion and approval of a Membership Agreement with the GIS Consortium Service Provider, Municipal GIS Partners (MGP). A waiver of first reading is requested as the GIS Consortium requests that all signed membership agreements be submitted by the end of 2018.

**Reports and Documents Attached:**

- GIS Membership Agreement
- By-Laws of the Geographic Information System Consortium (GISC)

<b>Meeting History</b>	
<b>Regular Village Board Meeting:</b>	<b>December 10, 2018</b>

MEMBERSHIP AGREEMENT FOR A GEOGRAPHIC  
INFORMATION SYSTEM CONSORTIUM

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the municipalities that have executed this Agreement pursuant to its terms (all municipalities are collectively referred to as “Parties”).

W I T N E S S E T H:

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and Section 3 of the Illinois Intergovernmental Cooperation Act authorize and encourage the entering into of Intergovernmental Agreements between units of local government;

WHEREAS, the Parties desire to enter into an Intergovernmental Agreement setting forth the responsibilities of the Parties with regard to the operation of a consortium to develop and share geographic information system information;

WHEREAS, the Parties desire to limit the cost of developing geographic information systems for their communities by participating in group training, joint purchasing and development and innovation sharing;

NOW, THEREFORE, in consideration of the mutual covenants of this Agreement and other good and valuable consideration, the Parties agree as follows:

I. General Purpose

The general purpose of this Agreement is to provide for an organization through which the Parties may jointly and cooperatively procure professional services for the establishment,

operation and maintenance of a geographic information system for the use and benefit of the Parties.

## II. Construction and Definitions

Section 1. The language in the text of this Agreement shall be interpreted in accordance with the following rules of construction:

- (a) The singular number includes the plural number and the plural the singular,
- (b) The word “shall” is mandatory; the word “may” is permissive; and
- (c) The masculine gender includes the feminine and neuter

Section 2. When the following words and phrases are used, they shall, for the purposes of this Agreement, have the meanings respectively ascribed to them in this Section, except when the context otherwise indicates.

- (a) “GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM” or “GISC” means the organization created pursuant to this Agreement.
- (b) “GIS,” means geographic information system.
- (c) “BOARD” means the Board of Directors of GISC, consisting of one (1) Director (and one (1) alternate Director) from each governmental unit, which is a member of GISC.
- (d) “CORPORATE AUTHORITIES” means the governing body of the member governmental unit.
- (e) “MEMBER” means a Governmental Unit, which enters into this Agreement and is, at any specific time not in default as set forth in this Agreement.
- (f) “FORMER MEMBER” means any entity, which was once a Member, but has either withdrawn from GISC or whose membership was terminated pursuant to this Agreement.
- (g) “UNIT OF LOCAL GOVERNMENT” or “GOVERNMENTAL UNIT” means and includes any political subdivision of the State of Illinois or any department or agency of the state government or any city, village or any taxing body.
- (h) “SOFTWARE” means computer programs, form designs, user manuals, data specifications and associated documentation.

- (i) “SERVICE PROVIDER” means any professional services firm(s) that GISC designates as the firm(s) to establish, operate, maintain or support geographic information systems, for the Members.
- (j) “SECONDARY SERVICE PROVIDER” means a Service Provider not limited to a supplier of software, hardware, mapping or other services.
- (k) “INTELLECTUAL PROPERTY” means any and all software, data or maps generated by or for GISC. Such intellectual property shall be considered privileged and confidential trade secrets and shall constitute valuable formulae, design and research data or which Members have given substantial consideration.

### III. Membership

Section 1. Any Governmental Unit may be eligible to become a member of GISC.

Section 2. A Governmental Unit desiring to be a member shall execute a counterpart of this Agreement and shall pay initial membership dues of a minimum of Four Thousand Dollars (\$4,000) and a maximum of Twenty Thousand Dollars (\$20,000) to be pro-rated in accordance with the formula contained in Exhibit A. Payment shall be made to the Secretary-Treasurer, or equivalent, of GISC to offset the cost of the legal and administrative expenses of the formation, operation and administration of GISC.

Section 3. Members shall enter into a GIS service contract, with the Service Provider substantially conforming with the agreement attached in Exhibit B or as modified by the GISC Board, within one (1) year of signing this Agreement. Members are expected to enter into any agreements with Secondary Service Providers deemed necessary for the functioning of GISC within a reasonable time as determined by the Board of Directors. Members shall be subject to the provisions of this Agreement, including but not limited to Article XIV.

Section 4. Any Governmental Unit desiring to enter into this Agreement may do so by the duly authorized execution of a counterpart of this Agreement by its proper officers. Thereupon, the clerk or other corresponding officer of the Governmental Unit shall file a duly executed copy of the Agreement, together with a certified copy of the authorizing resolution or other action, with the GISC President. The resolution authorizing the execution of the Agreement shall also designate the first Director and alternate for the Member.

Section 5. The Charter Members shall be the Members consisting of Glencoe, Highland Park, Lincolnshire and Park Ridge.

Section 6. Any Member joining GISC agrees, upon joining, that if it is to become a Former Member, it will be bound by all of the obligations of a Former Member as set forth in this Agreement.

Section 7. Former members will require a favorable vote of two-thirds (2/3) majority of the Board of Directors in order to rejoin the GISC.

#### IV. Board of Directors

Section 1. The governing body of GISC shall be its Board of Directors. Each Member shall be entitled to one (1) Director, who shall have one (1) vote.

Section 2. Each Member shall also be entitled to one Alternate Director who shall be entitled to attend meetings of the Board and who may vote in the absence of the Member's Director.

Section 3. The Corporate Authorities of each Member shall appoint Directors and Alternate Directors. In order for GISC to develop data processing and management information systems of maximum value to Member Governmental Units, the Members shall appoint, as their Director and Alternate, a chief administrative officer, a department head and employees with significant management responsibility and experience. Directors and Alternates shall serve without compensation from GISC.

Section 4. A vacancy shall immediately occur in the office of any Director upon his resignation, death, removal by the Corporate Authorities of the Member, or ceasing to be an employee of the Member.

#### V. Powers and Duties of the Board

Section 1. The powers and duties of the Board shall include the powers set forth in this Article.

Section 2. It shall take such action, as it deems necessary and appropriate to accomplish the general purposes of the organization in negotiating with a Service Provider to determine

annual rates and usage levels for the members and other ancillary powers to administer GISC.

Section 3. It may establish and collect membership dues.

Section 4. It may establish and collect charges for its services to Members and to others.

Section 5. It may exercise any other power necessary and incidental to the implementation of its powers and duties.

## VI. Officers

Section 1. The officers of the Executive Board and their powers and duties are defined in the By-Laws.

## VII. Financial Matters

Section 1. The fiscal year of GISC shall be the calendar year.

Section 2. An annual budget for the next fiscal year shall be adopted by the Board at the annual meeting by December 31st of each year. Copies shall be provided to the chief administrative officer of each Member.

Section 3. The Board shall have authority to adjust cost sharing charges for all Members in an amount sufficient to provide the funds required by the budgets of GISC.

Section 4. Billings for all charges shall be made by the Board and shall be due when rendered. Any Member whose charges have not been paid within 90 days after billing shall be in default and shall not be entitled to further voting privileges or to have its director hold any office on the Board and shall not use any GISC facilities or programs until such time as such Member is no longer in default. Members in default shall be subject to the provisions within this Agreement. In the event that such charges have not been paid within 90 days of such billing, such defaulting Member shall be deemed to have given, on such 90<sup>th</sup> day, notice of withdrawal from membership. In the event of a bona fide dispute between the Member and the Board as to the amount which is due and payable, the member shall nevertheless make such payment in order to preserve its status as a Member, but such payment may be made under protest and without prejudice to its right to dispute the amount of the charge and to pursue any legal remedies available to it. Withdrawal shall not relieve any such Member from its financial obligations as

set forth in this Agreement.

Section 5. Nothing contained in this Agreement shall prevent the Board from charging nonmembers for services rendered by GISCS, on such basis, as the Board shall deem appropriate.

Section 6. It is anticipated that certain Members may be in a position to extend special financial assistance to GISCS in the form of grants. The Board may credit any such grants against any charges, which the granting Member would otherwise have to pay. The Board may also enter into an agreement, as a condition to any such grant, that it will credit all or a portion of such grant towards charges, which have been made or in the future may be made against one or more specified Members.

Section 7. The Board, in accordance with procedures established in the By-Laws may expend board funds. The Board must authorize all expenditures by simple majority.

## VIII. Termination of Membership

Section 1. Failure to enter into an agreement with the Service Provider within one (1) year of GISCS's designation of the Service Provider shall be cause for the termination of membership. A 30-day written notice will be given to a Member that fails to enter into an agreement with the Service Provider as provided in this Section. Upon the failure to enter into an agreement at the end of the thirty-day (30) notice period, its membership shall be terminated.

Section 2. Failure to enter into an agreement within thirty 30 days of expiration of the previous agreement with Service Provider shall result in membership termination.

Section 3. A member may be terminated for cause based on an affirmative vote of two-thirds (2/3) of the Board of Directors.

Section 4. Upon termination of any Member, the Member shall be responsible for:

- (a) All of its pro-rated share of any obligations;
- (b) Its share of all charges to the effective date of termination; and
- (c) Any contractual obligations it has separately incurred with GISCS or the Service Provider.

Section 5. A Member terminated from membership at a time when such termination does not result in dissolution of GISCS, shall forfeit its claim to any assets of GISCS. Any terminated

Member shall be subject to the provisions described elsewhere in this agreement.

## IX. Withdrawal

Section 1. Any Member may at any time give written notice of withdrawal from GISC. The nonpayment of charges as set forth in this Agreement or the refusal or declination of any member to be bound by any obligation to GISC shall constitute written notice of withdrawal.

- (a) Actual withdrawal shall not take effect for a period of six (6) months from the date of such notification.
- (b) Upon effective withdrawal the withdrawing member shall continue to be responsible for:
  - (i) All of its pro-rated share of any obligations;
  - (ii) Its share of all charges to the effective date of termination;
  - (iii) Any contractual obligations it has separately incurred with GISC or the Service Provider(s).

Section 2. A Member withdrawing from membership at a time when such withdrawal does not result in dissolution of GISC shall forfeit its claim to any assets of GISC. Any Member that withdraws shall be subject to the provisions of this Agreement. In addition, any Member withdrawing shall promptly remove, at its own expense, any and all software, maps or other data that was not developed exclusively for the Member's benefit, except under terms as provided for elsewhere in this Agreement. The withdrawing Member shall, within thirty (30) days of withdrawal, file a certification with the Board, verifying compliance with this Section.

## X. Dissolution

Section 1. GISC shall be dissolved whenever:

- (a) A sufficient number of Members withdraw from GISC to reduce the total number of Members to less than two (2) or
- (b) By two-thirds (2/3) vote of all Directors.

Section 2. In the event of dissolution, the Board shall determine the procedures necessary to affect the dissolution and shall provide for the taking of such measures as promptly as

circumstances permit subject to the provisions of this Agreement.

Section 3. Upon dissolution, after payment of all obligations the remaining assets of GISC shall be distributed among the then existing Members in proportion to their contributions to GISC during the entire period of such Member's membership, as determined by the Board. The computer software that GISC developed for its membership shall be available to the Members, subject to such reasonable rules and regulations, as the Board shall determine.

Section 4. If, upon dissolution, there is an organizational deficit, such deficit shall be charged to and paid by the Members and Former Member in accordance with obligations as described in Article IX on a pro-rata basis, the pro-rata basis is calculated from the Members' contributions to GISC during the two (2) years preceding the date of the vote to dissolve.

Section 5. In the event of dissolution the following provisions shall govern the distribution of computer software owned by GISC:

- (a) All such software shall be an asset of GISC.
- (b) A Member may use any software developed during its membership in accordance with this agreement, upon:
  - (i) Paying any unpaid sums due GISC,
  - (ii) Paying the costs of taking such software, and
  - (iii) Complying with reasonable rules and regulations of the Board relating to the taking and use of such software. Such rules and regulations may include a reasonable time within which any Member must take such software.

## XI. General Conditions

Section 1. Notice. All notices hereunder shall be in writing, and shall be deemed given when delivered in person or by United States certified mail, with return receipt requested, and if mailed, with postage prepaid. All notices shall be addressed as follows:

If to GISC:

President of GISC

With a copy to the GISC Secretary-Treasurer, or equivalent.

If to Member:

Each party shall have the right to designate other addresses for service of notices, provided notice of change of address is duly given.

Section 2. The Parties certify that they are not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that they each have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

## XII. Duration

This agreement shall continue in effect indefinitely, until terminated in accordance with its terms or until GISC is dissolved.

## XIII. Member Software Usage

Section 1. No Member or Former Member shall:

- (a) Permit any other parties to use, modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction) or create derivative works based on the software;
- (b) Copy the software, unless part of normal backup procedures;
- (c) Sell, rent, lease, license, give away or grant a security interest in or otherwise transfer rights to the software; or
- (d) Remove any proprietary notices or labels on the software without written permission from the Board.

Section 2. In the event of default, withdrawal or termination of membership of a

Member, that Member may use, under license granted by the Board, any software developed during its membership upon:

- (a) Paying to the Board any unpaid sums due GISC and
- (b) Paying any reasonable costs established by the Board for licensing such software.

#### XIV. Service Provider

Section 1. For the purposes of this article, the Service Provider is defined as the Service Provider and Secondary Service Provider.

Section 2. The term of any Service Provider shall be as set forth in the Service Provider Agreement.

Section 3. The Board may at any time by a majority vote name a new Service Provider, whose term shall begin at such time as the Board may authorize.

Section 4. A Service Provider's term shall be renewed upon such terms as the Board may approve.

Section 5. The Board may terminate the services of a Service Provider at any time, subject only to the Service Provider agreement.

Section 6. The Board may enter into agreements with more than one Service Provider if it deems it appropriate to do so.

#### XV. Intellectual Property

Section 1. Members agree that no assignments, licenses, sales, authorization of reuse by others, giveaways, transfer or any other grant of Intellectual Property rights will be made to any third party without written permission from the Board.

Section 2. It is understood that this Agreement does not grant to any Member or any employees, partners or other business associates thereof, any rights in any Intellectual Property or any inherent protectable interests, except those specifically provided by this Agreement.

#### XVI. Execution of Agreement

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as GISC and the Members or additional Members shall preserve undestroyed, shall together constitute but one and the same instrument.

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EXHIBIT A

INITIAL MEMBERSHIP DUES FORMULA

Membership Fee = Basis x Allocation

Where: Basis = \$20,000

Allocation = Calculated by Consortium for member based on size, density, and other considerations

Fee Illustration

Allocation	Membership Fee
0%	NA
20%	\$4,000
30%	\$6,000
40%	\$8,000
50%	\$10,000
60%	\$12,000
70%	\$14,000
80%	\$16,000
90%	\$18,000
100%	\$20,000

EXHIBIT B

GIS Consortium Service Provider Contract

IN WITNESS WHEREOF, the undersigned have caused this Agreement for the Creation of a Geographic Information System Consortium to be executed in the Members respective name, and have caused this Agreement for the Creation of a Geographic Information System Consortium to be attested, all by their duly authorized officers and representatives, and have caused the Agreement for the Creation of a Geographic Information System Consortium to be dated this \_\_\_\_ day of, \_\_\_\_\_ 20\_\_.

\_\_\_\_\_ of \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Village/City Clerk

Seal

# **BY-LAWS OF THE GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM**

## **ARTICLE I - NAME AND PURPOSE**

Section 1 This organization shall be known as the Geographic Information System Consortium (GISC).

Section 2 The purpose of GISC is to reduce the cost and risk associated with achieving the full benefits of GIS through the sharing of ideas, innovations, experiences and costs among member communities.

## **ARTICLE II - AUTHORITY**

Section 1 GISC was originally formed in 1997, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970 and Section 3 of the Illinois Intergovernmental Cooperation Act authorize and encourage the entering into of Intergovernmental Agreements between units of local government.

## **ARTICLE III - MEMBERSHIP**

Section 1 The members of GISC are recorded with the Secretary-Treasurer of the GIS Consortium.

Section 2 Other municipalities may become members of GISC upon adoption of the Agreement for Creation of a Geographic Information System Consortium ("Agreement") by the corporate authorities of the municipality and approval by a two-thirds (2/3) vote of the Board of Directors.

Section 3 Members who fail to meet their obligations in accordance with the Agreement or with these By-laws may be suspended or expelled from membership by a two-thirds (2/3) vote of the Board of Directors.

Section 4 New Governmental Units joining shall be admitted only upon the favorable vote of two-thirds (2/3) of the Board of Directors whether or not such Members are present and voting. The Board may impose conditions upon the admission of Members other than the Charter Members.

## **ARTICLE IV - BOARD OF DIRECTORS**

Section 1 The Board of Directors shall consist of the Directors and Alternate Directors appointed by the Corporate Authorities of each Member. In order for GISC to develop data processing and management information systems which will be of maximum value to Member Governmental Units, the Members shall appoint, as their Directors and Alternates, a chief administrative officer, a department head or employees with significant management responsibility and experience. The Board of Directors shall be the governing body of GISC, with authority to take all appropriate actions and to perform all duties to accomplish the purposes of GISC.

Section 2 The Board of Directors shall establish an Operational Plan, of which these By-laws and subsequent policies or procedures are an integral part, to provide a system of communications among its members for law enforcement purposes, or as otherwise approved by the Board of Directors.

Section 3 Votes may be cast via telephone, Internet, conference calls, email or in person and all votes must be cast in accordance with the By-laws.

Section 4 Each Director and alternate Director shall be appointed to serve until a successor is appointed.

Section 5 When the Corporate Authorities of a Member appoints a Director or an alternate Director notice of such appointment shall be given to GISC in writing. Such notice shall include the mailing address and email address of each person so appointed. The names and addresses shown on such notices may be used as the official names and addresses for the purposes of giving any notices required by this Agreement or by the By-laws of GISC. Notice to GISC shall be made to the President of GISC at the address of the President.

Section 6 Any Director or Alternate Director shall be subject to removal by the appointing Corporate Authority of the Member, at any time, with or without cause.

Section 7 The Corporate Authority of the Member whose Director position on the Board of Directors is vacant shall fill a vacancy on the Board.

Section 8 A Director (or Alternate) shall not be eligible to vote on behalf of the Governmental Unit during the time that such Governmental Unit is in default on any contribution to GISC or on any contract with GISC. During the existence of any default, the vote(s) of such Governmental Unit shall not be counted as eligible vote(s) for the purposes of this Agreement. If a Governmental Unit remains in default for a period of more than 90 days on any billing from GISC, the membership of such Governmental Unit automatically shall terminate. Notwithstanding the foregoing, however, all outstanding financial obligations to GISC shall remain enforceable.

## ARTICLE V – EXECUTIVE BOARD

Section 1 The officers of the Executive Board shall consist of a President, President-Elect, Vice President, Secretary-Treasurer, Past President, Ad Hoc Chair, Four- At-Large Officers, one each representing the following: Public Works/Engineering, Administration/Finance, Community Development and Public Safety. All officers, except for At-Large Representatives shall Members of the Board of Directors in good standing and their term of office shall be for a period of one year, or until their successor has been qualified. At-Large Officers shall hold a term for two years or until their successor has been qualified. When a vacancy occurs mid-term, the Board of Directors shall, at the next meeting of the Board, elect a successor for the remainder of the term of office.

New officers shall take office at the adjournment of the annual meeting of the Board at which they are elected.

Section 2 The President serves as the chief executive officer of the GISC and shall preside at all Board of Directors and Executive Board meetings including the final meeting prior to the new Board and will appoint members of all committees (except the Executive Board members, who shall be elected). The President shall have served as President-Elect.

Section 3 The President-Elect shall provide general assistance to the President, and shall perform the duties of the President in the absence of the President. The President-Elect shall preside over Board of Directors meetings in the absence of the President. The President-Elect shall be responsible for facilitating an annual strategic goal discussion.

The President-Elect shall have been a Director for at least two years prior to ascending to the role of President-Elect. At the end of the President-Elect's term, the President-Elect shall automatically ascend to the office of President.

Section 4 The Vice President shall provide general assistance to the President and conduct an annual review of the by-laws.

Section 5 The Secretary-Treasurer shall be responsible for insuring the proper maintenance of minutes, records, standard operating procedures, and documents of the Association. The Secretary-Treasurer shall prepare an annual review and adoption by the Board and approve the financial transactions including approval of vouchers and checks.

Section 6 The Past President shall provide general assistance to the President and shall chair a Nominating Committee, appointed by the President, and present a recommended slate of candidates for election each year for the positions of President-Elect, Vice President, and Secretary-Treasurer. A recommended slate shall be presented at the November meeting each year.

Section 7 The Board of Directors may delegate various administrative functions to the Service Provider. These functions may include, but are not limited to: maintenance of GISC records, preparation and administration of the budget, performing accounting, investment and financial transactions on behalf of the Secretary-Treasurer, maintenance of membership records and various staff support service to the Board of Directors.

Section 8 GISC may purchase public official's insurance or errors and omissions insurance for its Directors.

## ARTICLE VI – ELECTION OF OFFICERS

Section 1 Nominations for officers shall be made by a Nominating Committee consisting of the immediate Past President, who will serve as Chair, and four Directors appointed by the President.

Section 2 The Nominating Committee shall invite nominations from among the Directors prior to the September meeting.

Section 3 In performing their task, the Nominating Committee shall weigh factors such as: desire to serve, past contributions to the GISC, and geographic representation in selecting a slate of candidates

Section 4 The Nominating Committee shall present a slate of candidates at the September Board Meeting.

Section 5 In the event of a contested election, the election of officers shall be by ballot prior to the November meeting. In the event of an uncontested election, officers shall be elected by unanimous consent of the membership at the November meeting and no ballot is required.

## ARTICLE VII - MEETINGS

Section 1 Regular meetings of the Board of Directors shall be held three times per year at a time and place determined by the Executive Board. Special meetings may be called by the President, a majority of the Executive Board, or by one-third (1/3) of the Directors.

Section 2 The Executive Board shall meet bi-monthly at a time and place determined by the President.

Section 3 A majority of the members shall constitute a quorum for meetings of the Board of Directors and Executive Board.

Section 4 The current edition of Robert's Rules of Order shall govern meetings in all cases in which they are applicable and not inconsistent with these By-laws.

Section 5 At the November meeting of the Board of Directors each year, the Board of Directors shall elect from its Directors a President-Elect, a Vice-President, and a Secretary-Treasurer. Biennially, four- At-Large Officers, one each represent the following: Public Works/Engineering, Administration/Finance, Community Development and Public Safety shall be elected.

Section 6 At the organizational meeting, or as soon thereafter as reasonably possible, the Board of Directors shall adopt By-laws governing its procedures. Such By-laws may be amended from time to time with approval of two-thirds (2/3) of the Board.

Regular public meetings of the Board of Directors, however, shall be held at least annually.

Section 7 Notice of regular meetings of the Board of Directors shall be given to the Directors and Alternates by the Secretary-Treasurer of the Board at least fifteen (15) days in advance and the agendas for such meetings shall accompany the notice. However, business at regular meetings of the Board need not be limited to matters set forth in the agenda.

Section 8 Special meetings of the Board of Directors may be called by the President or upon the request of a majority of the Directors. Five (5) days notice of special meetings shall be given to the Directors and alternates. Such notice shall include the agenda for the special meetings.

#### ARTICLE VIII - COMMITTEES

Section 1 The Board of Directors have established the following committees: Nominating, Membership, Finance/Administration and Ad-Hoc. The Committees shall meet quarterly or as determined by the Committee Chair. Committees shall consist of a maximum of 20% of the membership of the Service Provider.

Section 2 The purpose of each Committee and make-up is established below:

- *Membership*-marketing, outreach, vetting new members and retention  
Chair- Vice President
- *Nominating*- per the by-laws, will slate the candidates for the next year  
Chair- Past President
- *Finance/Administration*-contract administration, treasurer, RFPs  
Chair- Secretary-Treasurer
- *Ad- Hoc*- Based on annual priorities

## ARTICLE IX - DUES AND ASSESSMENTS

Section 1 The annual dues, if any, shall be prescribed by the Board of Directors and shall be payable to the Secretary-Treasurer when required by the Board. All assessments approved by the Board of Directors shall be binding upon all members and payment shall be a condition of membership.

Section 2 Any member who fails to tender the annual dues or assessments shall be suspended from membership, subject to reinstatement upon payment of all delinquencies.

## ARTICLE X - COMPENSATION

Section 1 Officers and members of the Board of Directors shall serve without compensation.

Section 2 The Board of Directors may approve compensation, as needed, for all other professional services required by GISCS.

Section 3 GISCS may accept donations, apply for and use grants or loans of money or other property from the state or any other Governmental Units or organizations and may enter into agreements and may hold, use and dispose of such money or property in accordance with the terms of the donation, grant, loan or agreement.

## ARTICLE XI - PROPERTY

Section 1 The equipment, property and supplies purchased by GISCS through assessments or otherwise acquired in its name, shall remain the property of GISCS. Any equipment, property and supplies titled to GISCS at the time of the adoption of these By-laws shall remain titled to GISCS.

Section 2 GISCS shall maintain a list concerning the description and location of such equipment, property and supplies.

Section 3 GISCS equipment shall not be changed or modified without approval of the Board of Directors.

## ARTICLE XII - AMENDMENTS

Section 1 These By-laws may be amended at any meeting of the Board of Directors by a two-thirds (2/3) vote of those Directors present, provided the amendment and notice of the meeting shall have been sent to the Directors not less than fifteen (15) days prior to the meeting.

## ARTICLE XIII - DISSOLUTION

Section 1 If at any regular meeting or at a special meeting called for the purpose of dissolution, GISCS shall be dissolved whenever (a) a sufficient number of Members withdraw from GISCS to reduce the total number of Members to less than two (2) or (b) by two-thirds (2/3) vote of all Directors.

## ARTICLE XIV – ANNUAL FINANCIAL AUDIT

Section 1 A committee of three Board Directors will be appointed by the President each year to perform an internal financial audit. The results of this audit will be presented at the first meeting of each year. The audit period will be the preceding calendar year.

## ARTICLE XV- VOTING

Section 1 The following items require a vote at the Board of Directors:

- Budget
- Annual Report Approval
- Audit
- Officer Election
- Fiscal Policies
- By-Laws
- Agreements

Section 2 The following items may be voted on by the Executive Board:

- New Members
- Purchasing Authority Set By State of Illinois
- RFP Award Recommendations

**ARTICLE XV - EFFECTIVE DATE**

These By-laws shall be in full force and effect from and after their passage and approval.

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

ATTEST:

\_\_\_\_\_  
Secretary-Treasurer

**ARTICLE XVI – AYES SIGNATURES**

\_\_\_\_\_  
Director  
City of Highland Park

\_\_\_\_\_  
Director  
Village of Glencoe

\_\_\_\_\_  
Director  
City of Park Ridge

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Director  
Village of Lincolnshire

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Director  
City of Des Plaines

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Director  
Village of Deerfield

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Director  
Village of Morton Grove

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Director  
Village of Winnetka

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Director  
Village of Skokie

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Director  
Village of Lincolnwood

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Director  
Village of Glenview

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Director  
Village of Norridge

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Director  
Village of Wheeling

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Director  
Elk Grove Village

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Director  
Village of Riverside

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Director  
Village of Oak Brook

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Director  
City of Lake Forest

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Director  
Village of Tinley Park

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Director  
Village of Mundelein

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Director  
Village of Woodridge

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Director  
Village of Buffalo Grove

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Director  
Village of Northbrook

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Director  
Village of Glen Ellyn

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Director  
Village of La Grange

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Director  
Village of Schiller Park

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Director  
Village of Oak Park

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Director  
City of Rolling Meadows

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Director  
Village of Carol Stream

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Director  
Village of Bensenville

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Director  
Village of River Forest

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Director  
City of Crystal Lake

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Director  
Village of Wilmette