



# VILLAGE OF LINCOLNSHIRE

## **AGENDA COMMITTEE OF THE WHOLE Village Hall – Board Room Monday, February 10, 2020 Following Regular Village Board**

*Reasonable accommodations / auxiliary aids will be provided to enable persons with disabilities to effectively participate in any public meetings of the Board. Please contact the Village Administrative Office (847-883-8600) 48 hours in advance if you need special accommodations to attend. The Committee of the Whole will not proceed past 10:30 p.m. unless there is a consensus of the majority of the Trustees to do so. Citizens wishing to address the Board on agenda items may speak when the agenda item is open, prior to Board discussion.*

### **CALL TO ORDER**

#### **1.0 ROLL CALL**

#### **2.0 ITEMS OF GENERAL BUSINESS**

##### **2.1 Planning, Zoning and Land Use**

2.11 Continued Preliminary Evaluation of Text Amendments to Title 6 (Zoning), Chapter 3 (General Zoning Regulations); and Title 11 (Misdemeanors), Chapter 13 (Animals) of the Lincolnshire Village Code (Village of Lincolnshire)

2.12 Preliminary Evaluation of Text Amendments to Title 6 (Zoning), Chapter 2 (Zoning Definitions); and Title 6 (Zoning), Chapter 3 (General Zoning Regulations) of the Lincolnshire Village Code (Village of Lincolnshire)

##### **2.2 Finance and Administration**

##### **2.3 Public Works**

2.31 Consideration of an Agreement with Ayres Associates Inc. of Madison, WI in an amount not to exceed \$14,428.00 for GIS Aerial Imagery Updated (Village of Lincolnshire)

2.32 Consideration of a Request to Purchase a Brine Maker & Blending System from Cargill of Cleveland, OH via Sourcewell Joint Purchase Program in an amount not to exceed \$61,989.00 (Village of Lincolnshire)

##### **2.4 Public Safety**

##### **2.5 Parks and Recreation**

##### **2.6 Judiciary and Personnel**

#### **3.0 UNFINISHED BUSINESS**

#### **4.0 NEW BUSINESS**

#### **5.0 EXECUTIVE SESSION**

#### **6.0 ADJOURNMENT**



### ITEM SUMMARY

<b>Reviewing Body:</b>	Committee of the Whole
<b>Meeting Date:</b>	February 10, 2020
<b>Subject:</b>	Urban Agriculture – Backyard Chickens
<b>Petitioner:</b>	Village of Lincolnshire
<b>Action Requested:</b>	Continued Preliminary Evaluation of Text Amendments to Title 6 (Zoning), Chapter 3 (General Zoning Regulations); and Title 11 (Misdemeanors), Chapter 13 (Animals) of the Lincolnshire Village Code
<b>Prepared By:</b>	Ben Gilbertson – Assistant Village Manager/Community & Economic Development Director
<b>Staff Recommendation:</b>	Feedback and direction to staff. Possible referral to the Zoning Board for a public hearing.
<b>Meeting History:</b>	Committee of the Whole – January 27, 2020
<b>Tentative Meeting Schedule (if referred):</b>	Zoning Board – March 10, 2020 Committee of the Whole – March 23, 2020 Regular Village Board – April 13, 2020
<b>Reports and Documents Attached:</b>	1) Village of Lake Bluff – Backyard Animal Pilot Application 2) Village of Lake Bluff – Resolution Authorizing a Backyard Chicken Pilot Program – January 8, 2018 3) Lake County – Keeping Chickens Brochure 4) Photographs of an existing chicken coop at 35 Kings Cross

### Background

At the January 27, 2020 Committee of the Whole meeting, staff presented a series of proposed amendments to the Lincolnshire Village Code (“village code”) regarding urban agriculture (i.e., backyard chickens and beekeeping), seasonal/accessory structures (i.e., hoop houses and greenhouses), and native landscaping and artificial turf regulations. The Village Board directed staff to proceed with the following:

- Perform additional research regarding a potential pilot program for backyard chickens. Come back to the Village Board with an additional, in-depth presentation regarding the pilot program.
- Work with the Lincolnshire Marriott Resort to incorporate the current beekeeping use on the resort property into the existing Special Use permit.
- Proceed with text amendments to Title 6 (Zoning), Chapters 2 (Zoning Definitions) and 3 (General Zoning Regulations) to better distinguish hoop houses from greenhouses, such that hoop houses are not to be permitted within the definition of “seasonal structure”. Regulations for greenhouses were to be refined to ensure these structures are kept in good repair.
- Proceed with text amendments to better regulate native landscaping and artificial turf installation. Perform additional research regarding the percentage of artificial turf to be installed relative to the square footage of a single-family residential property’s rear yard.

Staff will continue to refine the proposed text amendments for seasonal and accessory structures, as well as native landscaping and artificial turf installation. Before proceeding the Zoning Board for a public hearing, staff requests further direction from the Village Board regarding a possible backyard chicken pilot



program. Below is an excerpt from the January 27, 2020 Committee of the Whole agenda packet specific to backyard chickens and how neighboring communities have managed such programs.

**Current Village Code Regulations – Backyard Chickens**

[Village Code Section 11-13-4](#) prohibits the maintenance of “any stable, veterinary hospital, kennel, dovecote or other place for the keeping or harboring of any cattle, horses, goats, pigs, chickens, geese, ducks, pigeons, rabbits or similar animals or fowl, or to keep or harbor any such animals or fowl upon any residential lot within the Village.” Title 6 (Zoning) of the village code does not provide for the keeping of chickens in other zoning districts as either permitted or special uses, other than the F1 Farming District which allows “poultry farms” as a permitted use. However, no properties in Lincolnshire are currently zoned with this distinction.

Staff became aware of a resident keeping chickens on their R3-zoned property south of Half Day Road in October 2019 and withheld formal action requiring the resident to remove them, knowing a presentation to the Village Board was forthcoming regarding this issue. The resident of that property attended the January 27, 2020 Committee of the Whole meeting and requested Board consideration for permitting backyard chickens in residential areas of Lincolnshire.

**Summary of Findings – Backyard Chickens**

Staff researched backyard chicken keeping and regulations followed by other area communities. Generally, most communities require an application for and renewal of an annual permit for residents wanting to keep backyard chickens. A maximum number of permits are awarded by local governments each year. Permits can be revoked at any time if the permit holder violates specific regulations.

For residents living in unincorporated Lake County, Lake County officials recommend a minimum lot size of 10,000 square feet for a maximum of six hens and a minimum lot size of 20,000 square feet for a maximum of eight hens. Roosters are prohibited. The sale of chickens, chicks, and eggs are prohibited. Most communities prohibit residents from slaughtering chickens except in recognized businesses that conduct this service.

A June 2019 NWMC survey of 11 member communities found only one (Grayslake) allows residents to keep poultry on residential property. The remaining communities (Buffalo Grove, Des Plaines, Glenview, Mount Prospect, Niles, Park Ridge, Rolling Meadows, Schaumburg, Streamwood, and Wheeling) prohibit backyard chickens. Lake Forest and Winnetka also prohibit backyard chickens, per staff’s research of those communities.

More locally, the neighboring communities of Deerfield, Highland Park, and Lake Bluff permit backyard chickens. These communities implemented chicken keeping regulations via pilot programs of approximately one year. Table 1 summarizes regulations for these respective municipalities.

**Table 1: Comparable Community Backyard Chicken Regulations**

	<b>Deerfield</b>	<b>Highland Park</b>	<b>Lake Bluff</b>
Program Implemented	<ul style="list-style-type: none"> <li>February 2013</li> </ul>	<ul style="list-style-type: none"> <li>May 2019</li> </ul>	<ul style="list-style-type: none"> <li>January 2018</li> </ul>
# of Hens Permitted	<ul style="list-style-type: none"> <li>4</li> </ul>	<ul style="list-style-type: none"> <li>6</li> </ul>	<ul style="list-style-type: none"> <li>No fewer than two adults, and no more than six adults</li> </ul>
Housing	<ul style="list-style-type: none"> <li>Predator- and extreme weather-proof</li> <li>No taller than 8’</li> <li>6 sq. ft. of living space/hen</li> </ul>	<ul style="list-style-type: none"> <li>Predator- and extreme weather-proof</li> <li>No taller than 8’</li> <li>4 sq. ft. of living space/hen</li> </ul>	<ul style="list-style-type: none"> <li>Predator- and extreme weather-proof</li> <li>4 sq. ft. of living space/hen</li> <li>Requires permit from village prior to construction, addition, or modification</li> </ul>



	<ul style="list-style-type: none"> <li>Requires permit from village prior to construction, addition, or modification</li> <li>Must be clean and sanitary at all times</li> <li>Feed must be kept in rodent-proof container</li> </ul>	<ul style="list-style-type: none"> <li>Requires permit from village prior to construction, addition, or modification</li> <li>Must be clean and sanitary at all times</li> <li>Feed must be kept in rodent-proof container</li> </ul>	<ul style="list-style-type: none"> <li>Must be clean and sanitary at all times</li> <li>Feed must be kept in rodent-proof container</li> </ul>
Coop Location	<ul style="list-style-type: none"> <li>Rear yard</li> <li>Minimum 10' from neighboring property lines</li> </ul>	<ul style="list-style-type: none"> <li>Rear yard. May apply for permit exception to erect coop in side yard (absent a rear yard)</li> <li>Minimum 8' from neighboring property lines. May apply for a permit exception to allow a chicken coop with a 3' setback from property lines (if rear yard space is small)</li> <li>Minimum 10' setbacks from occupied residences</li> </ul>	<ul style="list-style-type: none"> <li>Rear yard</li> <li>Minimum 10' setbacks from occupied residences (other than permittee)</li> </ul>
Restrictions	<ul style="list-style-type: none"> <li>Nuisances regarding odor, litter, droppings, other waste, and the like is prohibited</li> <li>Hens must be confined to coop or enclosed run at all times</li> <li>Permitted only for single-family residential properties</li> <li>Slaughtering prohibited, except within enclosed building</li> </ul>	<ul style="list-style-type: none"> <li>Nuisances regarding odor, litter, droppings, other waste, and the like is prohibited</li> <li>Hens must be confined to coop or enclosed run at all times</li> <li>Permitted only for single-family residential properties</li> <li>Slaughtering prohibited</li> </ul>	<ul style="list-style-type: none"> <li>Nuisances regarding odor, litter, droppings, other waste, and the like is prohibited</li> <li>Hens must be confined to coop or enclosed run at all times</li> <li>Permitted only for single-family residential properties</li> <li>Slaughtering prohibited in public view</li> <li>Permit issued only for lots 7,000 sq. ft. or larger. No more than two permits issued to lots less than 10,000 sq. ft.</li> </ul>
Licensing	<ul style="list-style-type: none"> <li>Capped at five for the entire village</li> <li>Valid for 12 months. Annual renewal required. If not renewed, owner has 30 days to remove all fowl and related facilities from premises.</li> <li>Village-issued license required. Sketch of proposed coop location also required.</li> <li>Applicants must provide copy of application to all abutting property owners.</li> <li>Owners must register with IDOA Livestock Premises Registration</li> </ul>	<ul style="list-style-type: none"> <li>Valid for 12 months. Annual renewal required.</li> <li>Village-issued license required. Sketch of proposed coop location also required.</li> <li>Owners must register with IDOA Livestock Premises Registration</li> </ul>	<ul style="list-style-type: none"> <li>Capped at five for the entire village</li> <li>Valid for 12 months. Annual renewal required.</li> <li>Requires review and approval of village advisory board to approve/disapprove the permit, as well as protective conditions</li> <li>Owners must register with IDOA Livestock Premises Registration</li> </ul>

**Staff Recommendation / Conditions**

Staff seeks the Village Board’s feedback and direction regarding the potential implementation of a backyard chicken pilot program and corresponding text amendments. Should the Village Board refer this matter to the Zoning Board, staff will develop more detailed recommendations to ensure practical enforcement of the village code concurrent with public health, safety, and welfare.

# Backyard Pilot Program Application

Village of Lake Bluff, Illinois



## General Information

Lake Bluff recently approved pilot programs that will allow residents to keep chickens and bees on residential property. A limited number of permits will be issued, following a review by the Village's Sustainability and Community Enhancement Ad Hoc Committee ("SEC") and an inspection by Village staff. The pilot program is intended to be of limited scope and duration, and may be amended or terminated at any time.

A list of applicable requirements is attached, starting on Page 3. Note that, as a pilot program, the SEC is committed to selecting those applicants most likely to succeed as participants. A full list of the criteria the SEC will consider is attached to this application.

## Process Overview

- |  | <b>Mail Notice<br/>No Later Than</b> | <b>Hearing<br/>(7 p.m.)</b>     |
|--|--------------------------------------|---------------------------------|
| <ul style="list-style-type: none"> <li> <b>&gt; 14 days before meeting:</b><br/>                     Applicant submits application and \$50 fee.<br/>                     Staff reviews for completeness.                 </li> </ul>  | Wednesday,<br>February 14, 2018      | Wednesday,<br>February 28, 2018 |
| <ul style="list-style-type: none"> <li> <b>14 days before meeting:</b><br/>                     Applicant mails certified notice in a form prescribed by the Village to adjoining owners of record and residents. <i>(These parties may not be the same.)</i> </li> </ul>  | Thursday,<br>March 8, 2018           | Thursday,<br>March 22, 2018     |
| <ul style="list-style-type: none"> <li> <b>Day of meeting:</b><br/>                     The SEC meets at 7 p.m. in the Village Hall Board Room (40 E. Center Ave.) Applications are generally considered in the order they were first received. Staff will provide an overview of the request, and the Applicant will give a brief presentation. Members of the public will be invited to comment, and then the SEC will discuss the application's merits under the standards. The SEC may recommend approval or denial.                 </li> </ul> | Wednesday,<br>April 11, 2018         | Wednesday,<br>April 25, 2018    |
|  | Wednesday,<br>May 16, 2018           | Wednesday,<br>May 30, 2018      |
|  | Wednesday,<br>June 13, 2018          | Wednesday,<br>June 27, 2018     |
|  | Wednesday,<br>July 11, 2018          | Wednesday,<br>July 25, 2018     |
| <ul style="list-style-type: none"> <li> <b>After meeting:</b><br/>                     Village Administrator makes final decision on application.<br/>                     If approved, Applicant may construct (e.g. hives, coops). <i>(A building permit is required.)</i><br/>                     Staff inspects structures and issues permit, which authorizes start of animal keeping.                 </li> </ul>   |                                      |                                 |
| <ul style="list-style-type: none"> <li> <b>Ongoing basis:</b><br/>                     The Village may inspect the property from time to time if there are complaints or reason to believe that the Municipal Code or provisions of the pilot program are being violated.<br/>                     Permits expire March 1 each year – no matter when first issued – and must be renewed by repeating this process. (2018 permits will not be issued prior to March 1.)                 </li> </ul>   |                                      |                                 |

# Backyard Pilot Program Application

Village of Lake Bluff, Illinois



Name: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Site Address: \_\_\_\_\_

Site PIN: \_\_\_\_\_

**Animal requested (select one):**                      **Chickens**                      **Bees**

**Attach, at a minimum, the following:**

- \_\_\_\_\_ A statement (one page or less) describing why you wish to pursue this activity; how you will ensure that adjacent properties are not inconvenienced; and describing any relevant experience or training you have. *Refer to the Criteria for Applicant Review on the next page.*
- \_\_\_\_\_ A site plan showing where the shelter, fencing, signage, etc. will be erected. Note the distances separating these structures from rear and side lot lines. *(You may use a survey of your property, or refer to [Lake County Maps](#) for a map to sketch upon.)*
- \_\_\_\_\_ Attach a drawing of any shelter you plan to build, or a catalog page of any pre-fabricated shelter you intend to purchase.

**My initials on each line indicate that I understand and agree to abide by the following conditions:**

- \_\_\_\_\_ I authorize Village officials to inspect the shelter and living conditions of these animals.
- \_\_\_\_\_ I will ensure that the animals will be kept and maintained at all times in a safe and sanitary manner and will not, at any time, constitute or contribute to a public nuisance.
- \_\_\_\_\_ I will ensure that the animals do not violate the animal control ordinances of Lake Bluff. I will not allow them to run at large, emit disturbing noises or odors, or otherwise disturb the peace.
- \_\_\_\_\_ I will notify the Village if there are substantial changes to the shelter arrangements described herein.
- \_\_\_\_\_ If my property is subject to private deed restrictions, covenants, or conditions, said documents do not prohibit the activities allowed by this permit.

In accordance with the Lake Bluff Municipal Code, I will continue to meet all of the foregoing conditions and requirements. I hereby swear or affirm that all information in this application is, to the best of my knowledge and belief, true and correct.

**Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

# SEC's Criteria for Applicant Review

## Backyard Pilot Program Application Village of Lake Bluff, Illinois

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**General Standard:** The extent that the application demonstrates the applicant will provide adequately for health, shelter, food, water, and yard conditions.

**Compliance with the Regulations:** The extent that the application demonstrates that the applicant and the proposed activity will comply with all additional standards imposed on it (see subsequent page of Chicken-Specific or Bee-Specific Regulations).

**Lot Size and Situation:** The shape, size, and location of the lot, principal structure, and keeping area; and the extent that these conditions tend to mitigate or exaggerate the potential that an adjoining property owner or others may be negatively affected by the proposed keeping. The advisory body shall show preference to those applications which demonstrate large lot sizes, screening, or other unique conditions which minimize the aforesaid potential.

**Prior Violations:** If the applicant has been the subject of any valid complaint documenting a violation of the program or any nuisance, property maintenance or animal control regulations contained in the Lake Bluff Municipal Code.

**Experience or Training:** The applicant's training, education, or prior experience in keeping the animal requested.

**Unique Health Circumstances:** If residents of adjoining or nearby property present evidence that they suffer from a health condition whereby the proposed keeping may pose a unique risk to their health.

**Public Testimony:** Testimony and other evidence received from the public during the advisory body's consideration of the application, to the extent that such testimony concerns the specific circumstances of the application and not the general propriety of the proposed activity.

# Chicken-Specific Regulations

## Backyard Pilot Program Application Village of Lake Bluff, Illinois



**Eligibility:** Only residents of single-family dwellings may apply. No permit shall be issued for a lot smaller than 7,000 square feet in area. No more than two (2) permits shall be issued to lots less than 10,000 square feet in area.

**Limit Upon Number:** No fewer than two adult chickens, and no more than six, adult chickens may be owned by any permittee at any one time.

**Female Chickens:** Only female chickens may be owned or maintained on a permittee's property.

**Sale of Eggs Prohibited:** The permittee shall not sell eggs produced upon the property.

**Slaughtering:** No slaughtering of chickens shall occur in public view.

### Chicken Enclosure:

- i. Chickens shall be kept in a pen, coop, run, or chicken tractor.
- ii. No chicken enclosure shall be erected or maintained within 10 feet of any occupied residence other than that of the permittee.
- iii. Chicken enclosures shall only be erected or maintained in the rear yard and behind the principal structure on the permittee's lot.
- iv. Chicken enclosures shall provide at least four square feet of area for each chicken housed.
- v. Chicken enclosures must be maintained in a sound and useable condition.
- vi. Chicken enclosures must be constructed of sturdy and weather-resistant materials, such as, without limitation: wire, wood, hardware cloth.
- vii. Chicken enclosures shall be resistant to predators. All access doors must be able to be shut and locked. All opening windows and vents must be covered with predator-proof wire with less than one-inch openings.

**Open Space:** Chickens shall be provided with adequate open space in the form of either an enclosed chicken run or a yard fully enclosed by a fence.

**Sanitation:** The enclosure and open space must be kept clean and sanitary at all times.

**Rodent Protection:** All feed and other items associated with the keeping of chickens shall be protected from or to prevent rats, mice, or other rodents from gaining access to or coming into contact with the feed.

**Nuisances:** No permittee shall permit:

- i. Noxious or offensive odors from chicken-keeping, including the odor of chickens or manure, to be perceptible at or beyond the boundary of the permittee's property;
- ii. Offensive noise from chickens that disturbs the peace at any time; or
- iii. Any other public or private nuisance resulting from the permitted activity, whether by litter, droppings, feathers, waste, or attraction of pests or rodents.

**State Registration:** The permittee's premises upon which chickens are kept shall be registered with the Illinois Department of Agriculture, and proof of registration shall be maintained on-site; unless the Department shall stop accepting residential hive registrations.

# Bee-Specific Regulations

## Backyard Pilot Program Application Village of Lake Bluff, Illinois



**Eligibility:** Only residents of single-family dwellings may apply. No permit shall be issued for a lot smaller than 7,000 square feet in area. No more than two (2) permits shall be issued to lots less than 10,000 square feet in area.

**Limit Upon Number:** No more than three hives may be kept upon a property except where approved by resolution of the Village Board of Trustees.

### Hives:

- i. No hive shall be erected or maintained within five feet of any property line, or within 10 feet of any sidewalk, path, or residence.
- ii. Hives must have removable combs that can be inspected.
- iii. Hives must be maintained in a sound and useable condition.
- iv. Hives shall only be erected or maintained in the rear yard and behind the principal structure on the lot.

### Fences and Barriers:

- i. **Enclosure:** Except where a residential rear yard is fenced, an area no less than 20 feet by 25 feet (20'x25') shall be enclosed by fencing or a hedge with a secure gate.
- ii. **Flyway Barrier:** A flyway barrier shall be maintained at least six feet in height consisting of a solid wall, fence, dense vegetation or combination thereof that is parallel to the property line and extends 10 feet beyond the colony in each direction so that all bees are forced to fly at an elevation of at least six feet above ground level over the property lines.
- iii. A single structure may satisfy both the enclosure and flyway barrier requirements.
- iv. Signage shall be provided warning of the presence of a bee hive on the property.

**Water:** Each permittee must ensure that a convenient source of water is available at all times to the bees so that the bees will not congregate at swimming pools or other water sources where they may cause human, bird, or domestic pet contact. The water shall be maintained so as not to become stagnant.

**Queens:** In any instance in which a colony exhibits unusually aggressive characteristics by stinging or attempting to sting without due provocation, or exhibits an unusual disposition towards swarming, the colony shall be re-queened. Queens must be selected from stock bred for gentleness and non-swarming characteristics.

**State Registration:** The hives maintained by the permittee shall be registered with the Illinois Department of Agriculture, and proof of registration shall be maintained on-site; unless the Department shall stop accepting residential hive registrations.

**State Inspection:** The permittee shall request that a State apiary inspector inspect the hives within a reasonable period of time after the establishment of the hive.

**RESOLUTION NO. 2018-6**

**A RESOLUTION AUTHORIZING A BACKYARD CHICKEN PILOT PROGRAM**

**WHEREAS**, the Village of Lake Bluff ("*Village*") is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and,

**WHEREAS**, there are certain environmental benefits associated with the keeping of chickens, including the chickens' ability to provide a local, sustainable, and environmentally friendly food source through eggs, and nitrogen rich plant fertilizer; and,

**WHEREAS**, chickens can be maintained within populated areas in reasonable densities to fill the ecological niche without causing a nuisance if the chickens are properly located, managed and maintained; and,

**WHEREAS**, the Village has prosecutorial discretion on whether to, and how to, enforce, its local ordinances, regulations, and other laws (collectively, "*Regulations*"); and,

**WHEREAS**, notwithstanding anything contained in the Regulations to the contrary, the Village Board desires to use the Village's prosecutorial discretion and its home rule authority to create a temporary pilot program to allow residents to keep chickens on their properties pursuant to certain criteria ("*Pilot Program*"); and,

**WHEREAS**, the Village finds that the creation of a Pilot Program is desirable and in the best interest of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LAKE BLUFF, LAKE COUNTY, ILLINOIS** as follows:

**Section 1. Recitals.**

The foregoing recitals are hereby incorporated into, and made a part of, this Resolution as the findings of the President and Board of Trustees of the Village of Lake Bluff.

**Section 2. Approval of Pilot Program.**

The Village Board of Trustees hereby permits chickens to be kept on property in the Village pursuant to the following regulations:

**A. Permits:**

1. **Purpose:** Accessory chicken permits are established to provide a mechanism for the lawful keeping of chickens that are uncommon in residential areas and that, if kept improperly, would injure the public

health, safety, comfort, convenience, and general welfare. These regulations are explicitly adopted as a pilot program for study, which may be modified or terminated by the Village Board of Trustees, and no permit shall be construed as a vested right that would prevent the modification or termination of this program or to otherwise keep the permitted chickens except in conformance with the requirements set forth herein.

2. **Permit Required:** No person shall own, keep, possess, harbor, or offer refuge to or for chickens without first applying to and receiving an accessory chicken permit.
3. **Number of Permits:** The Village shall be authorized to issue no more than five (5) permits outstanding at any one time. No more than two (2) accessory chicken permits shall be issued to lots less than 10,000 square feet in area.
4. **Eligibility:** Only residents of single-family dwellings may apply for and receive an accessory chicken permit. No accessory chicken permit shall be issued for a lot smaller than 7,000 square feet in area.
5. **Permit Term:** Accessory chicken permits issued shall be valid from the date of issuance until the next succeeding March 1 unless the permit or the Pilot Program is terminated. Permits must be renewed annually.
6. **Application Fee:** A non-refundable application fee of \$50 shall accompany each application. Said fee is imposed to defray the costs and expenses of the Village's consideration of the application, regardless of the ultimate approval or disapproval of the permit sought.
7. **Transfer of Permit:** Permits issued shall only be valid for the applicant listed on the application. A new permit and application fee shall be required in the event that an applicant or permittee moves to a new address or transfers the chickens to a person not already possessing the appropriate permit.
8. **Responsible Officer:** The Village Administrator or his or her designee shall be responsible for the review, issuance, enforcement, and revocation of accessory chicken permits.
9. **Advisory Review Required:** Prior to reaching a decision upon an initial or renewal application for an accessory chicken permit, the Village Administrator shall solicit the review and recommendation of the Sustainability and Community Enhancement Ad Hoc Committee or another advisory body of the Village as to whether the application should be approved or disapproved and as to what, if any, protective conditions

should be imposed upon the permit. The recommendation shall occur after a public meeting held before the advisory body, only after notice in a form prescribed by the Village is duly provided by the applicant to adjoining property owners and residents by certified mail at least two weeks in advance of the meeting. In reviewing the application and the proposed permit, among other factors, the advisory body shall give due consideration to:

- i. General Standard: The extent that the application demonstrates the applicant will provide adequately for the chickens health, shelter, food, water, yard conditions.
- ii. Compliance with the Regulations: The extent that the application demonstrates that the applicant and the proposed activity will comply with all additional standards imposed on it by Section 2.B of this Resolution.
- iii. Lot Size and Situation: The shape, size, and location of the lot, principal structure, and chicken-keeping area; and the extent that these conditions tend to mitigate or exaggerate the potential that an adjoining property owner or others may be negatively affected by the proposed chicken-keeping. The advisory body shall show preference to those applications which demonstrate large lot sizes, screening, or other unique conditions which minimize the aforesaid potential.
- iv. Prior Violations: If the applicant has been the subject of any valid complaint documenting a violation of this Resolution or any nuisance, property maintenance or animal control regulations contained in the "Lake Bluff Municipal Code."
- v. Experience or Training: The applicant's training, education, or prior experience in keeping chickens.
- vi. Unique Health Circumstances: If residents of adjoining or nearby property present evidence that they suffer from a health condition whereby the proposed chicken-keeping may pose a unique risk to their health.
- vii. Public Testimony: Testimony and other evidence received from the public during the advisory body's consideration of the application, to the extent that such testimony concerns the specific circumstances of the application and not the general propriety of the proposed activity.

10. **Inspection:**

- i. Initial Inspection: An on-site inspection shall be performed prior to first issuance of an accessory chicken permit, and from time to time as described herein. The applicant or permittee shall permit such inspection at reasonable times and upon reasonable notice. Said consent to inspect is a condition of any accessory animal permit, and refusal shall be cause for rejection of an application or revocation of an accessory chicken permit.
- ii. Additional Inspections: The Village Administrator may perform an inspection of the property of an applicant or permittee for any of the following reasons:
  - a) The Village Administrator or his or her designee requires an inspection as a condition of renewal of an accessory animal permit;
  - b) The applicant or permittee has received a citation for violation of any provision of this Resolution or the "Lake Bluff Municipal Code" related to chicken-keeping within the preceding 12 months;
  - c) The Village has received a documented complaint concerning the conditions of the permit, including the chickens permitted or the manner in which the chickens are kept; or,
  - d) The Village has probable cause to believe a violation of this Resolution or the "Lake Bluff Municipal Code" related to chicken-keeping exists.
- iii. Inspection Criteria: The inspection shall verify that the applicant or permittee provides adequate shelter, food, water, yard condition, yard security, and other necessary conditions to preserve the health of the chickens, and complies with the requirements of this Resolution. If any deficiency of these conditions is found, the applicant or permittee must correct such violation within such period of time as the Village shall direct.

11. **Protective Conditions:** At the time of issuance or renewal, the Village Administrator may impose specific conditions upon the recipient of an accessory chicken permit to prevent or minimize adverse effects upon other property in the vicinity of the permitted activity. Such conditions

shall be expressly set forth in the permit. Violation of any such condition or limitation shall be a violation of the regulations contained in this Resolution and shall constitute grounds for revocation of the permit.

12. **Revocation:** Any permit issued under the provisions of this chapter may be revoked by the Village Administrator for a violation of any condition imposed upon a permit, any provision hereof, or upon satisfactory proof that the permitted activity was conducted in a manner detrimental to the public safety, health, or morals. Such revocation may be in addition to the imposition of a fine or other penalty for a violation of any provision of the "Lake Bluff Municipal Code," and shall be no defense to a prosecution for such violation.
13. **Appeal:** In the event any applicant or permittee shall be refused a permit by the Village Administrator, have their permit revoked, or shall feel otherwise aggrieved, he or she shall have the right to appeal from the decision of the Village Administrator to the Board of Trustees, which Board shall have the power to reverse or otherwise modify the decision of the Village Administrator. Such appeal shall be in writing, addressed to the President and Board of Trustees setting forth in detail the grounds of such appeal.

**B. Backyard Chicken Regulations:**

1. **Limit Upon Number:** No fewer than two adult chickens, and no more than six, adult chickens may be owned by any permittee at any one time.
2. **Female Chickens:** Only female chickens may be owned or maintained on a permittee's property.
3. **Sale of Eggs Prohibited:** The permittee shall not sell eggs produced upon the property.
4. **Slaughtering:** No slaughtering of chickens shall occur in public view.
5. **Chicken Enclosure:**
  - i. Chickens shall be kept in a pen, coop, run, or chicken tractor.
  - ii. No chicken enclosure shall be erected or maintained within 10 feet of any occupied residence other than that of the permittee.

- iii. Chicken enclosures shall only be erected or maintained in the rear yard and behind the principal structure on the permittee's lot.
  - iv. Chicken enclosures shall provide at least four square feet of area for each chicken housed.
  - v. Chicken enclosures must be maintained in a sound and useable condition.
  - vi. Chicken enclosures must be constructed of sturdy and weather-resistant materials, such as, without limitation: sturdy wire, wood, hardware cloth.
  - vii. Chicken enclosures shall be resistant to predators. All access doors must be able to be shut and locked. All opening windows and vents must be covered with predator-proof wire with less than one-inch openings.
6. **Open Space:** Chickens shall be provided with adequate open space in the form of either an enclosed chicken run or a yard fully enclosed by a fence.
  7. **Sanitation:** The enclosure and open space must be kept clean and sanitary at all times.
  8. **Rodent Protection:** All feed and other items associated with the keeping of chickens shall be protected from or to prevent rats, mice, or other rodents from gaining access to or coming into contact with the feed.
  9. **Nuisances:** No permittee shall permit:
    - i. Noxious or offensive odors from chicken-keeping, including the odor of chickens or manure, to be perceptible at or beyond the boundary of the permittee's property;
    - ii. Offensive noise from chickens that disturbs the peace at any time; or
    - iii. Any other public or private nuisance resulting from the permitted activity, whether by litter, droppings, feathers, waste, or attraction of pests or rodents.

10. **State Registration:** The permittee's premises upon which chickens are kept shall be registered with the Illinois Department of Agriculture, and proof of registration shall be maintained on-site; unless the Department shall stop accepting residential hive registrations.

**Section 4. Effective Date**

This Resolution shall be in full force and effect from and after its passage by a vote the Village Board of Trustees and approval in the manner required by law, and shall remain in effect until the earlier of:

- A. March 1, 2021; or
- B. Until this Resolution is repealed.

[SIGNATURE PAGE FOLLOWS]

**PASSED** this 8<sup>th</sup> day of January, 2018, by vote of the Board of Trustees of the Village of Lake Bluff as follows:

**AYES:** (4) Dewart, Grenier, Meyer and President O'Hara

**NAYS:** (2) Ankenman and Lemieux

**ABSTAIN:** (0)

**ABSENT:** (1) Towle

**APPROVED** this 8<sup>th</sup> day of January, 2018.

  
Village President

ATTEST:

  
Village Clerk

DOCUMENT 3

# KEEPING CHICKENS



REGISTRATIONS ARE REQUIRED TO DEMONSTRATE THAT THE CRITERIA ENCLOSED HAVE BEEN MET. PLEASE VISIT THE CENTRAL PERMIT FACILITY TO OBTAIN MORE INFORMATION.

Central Permit Facility  
500 W. Winchester Rd.  
Libertyville, Illinois 60048

Phone: 847-377-2600  
Fax: 847-984-5608  
E-Mail: [icpermits@lakecountyil.gov](mailto:icpermits@lakecountyil.gov)



# KEEPING CHICKENS

Hens (female chickens) may be kept as an accessory use on single family residential lots of 10,000 square feet or greater. The number of hens allowed is based on the lot size, as follows:



MINIMUM LOT SIZE	MAXIMUM NUMBER OF HENS ALLOWED
10,000 square feet	6
20,000 square feet	8
40,000 square feet	10
80,000 square feet	12
200,000 square feet	No Limit, if AG Exempt

## Chicken Coop

- ❖ Hens must be kept in an enclosed outdoor protective coop, no more than eight feet in height.
- ❖ Coops must be large enough to provide at least 3 square feet per hen and allow the hens easy access to an enclosed chicken yard.

## Chicken Yard

- ❖ Coops must be connected with an enclosed chicken yard or run.
- ❖ Wire mesh fencing materials must retain a flat and uniform plane and be maintained in a safe condition.
- ❖ Hens may be allowed to roam within a fenced back yard, but not outside of the fenced yard.

## Setbacks

### Street Side

Chicken coops and yards may not be located between the dwelling and any improved road right-of-way or transportation easement.

### Neighboring Structures

In addition to setback requirements for accessory structures, chicken coops must be located at least thirty (30) feet away from any existing structures on any adjoining parcel, such as dwellings, non-residential buildings, patios, decks, or swimming pools, but not including storage structures such as garages or sheds

## Management Practices

- ❖ Roosters are not allowed on non-exempt properties.
- ❖ Coops must be covered with uniform materials and be maintained intact with all parts secure. Any repairs must maintain consistency with the original structure in appearance and condition. The coop or yard fencing must be replaced, removed, or repaired upon evidence of deterioration.
- ❖ Coops and yards must be cleaned on a regular basis, so they remain free from accumulated waste causing odors reasonably detectable on adjacent properties.
- ❖ All feed for hens must be stored in tightly fitted containers that are rodent-proof.
- ❖ Outdoor slaughter of chickens is not allowed.



Per the Illinois Department of Agriculture, those wishing to keep hens on their premises are advised to complete a Livestock Premises Registration. Visit <http://www.agr.state.il.us/premiseid/> for more information.

# HEALTHY FAMILIES AND FLOCKS

Live poultry, such as chickens, ducks, geese, and turkeys, often carry harmful germs such as *Salmonella*. While it usually doesn't make the birds sick, *Salmonella* can cause serious illness when it is passed to people.

## HANDWASHING PROTECTS YOU FROM GERMS



- Always wash your hands with soap and water right after touching live poultry or anything in the area where they live and roam.
- Adults should supervise hand washing for young children.
- Use hand sanitizer if soap and water are not readily available.

## HANDLE BIRDS SAFELY



- Children younger than 5 years, adults older than 65 years, and people with weakened immune systems should not handle or touch chicks, ducklings, or other live poultry.
- Do not bring chicks, ducklings and other live poultry to schools, childcare centers, or nursing homes.
- Do not snuggle or kiss the birds, touch your mouth, or eat or drink around live poultry.

## SAFELY CLEAN COOPS

- Clean any equipment used to care for live poultry outside, such as cages or feed or water containers.
- Set aside a pair of shoes to wear while taking care of poultry and keep those shoes outside of the house.



## POULTRY BELONG OUTSIDE

- Do not let live poultry inside the house, especially in kitchens.
- Do not let live poultry in areas where food or drink is prepared, served, or stored.



U.S. Department of  
Health and Human Services  
Centers for Disease  
Control and Prevention

**Have a Backyard Flock? Don't Wing it.**  
Visit [www.cdc.gov/features/salmonellapoultry](http://www.cdc.gov/features/salmonellapoultry)  
for more information











**ITEM SUMMARY**

<b>Reviewing Body:</b>	Committee of the Whole
<b>Meeting Date:</b>	February 10, 2020
<b>Subject:</b>	Massage Therapy Establishments
<b>Petitioner:</b>	Village of Lincolnshire
<b>Action Requested:</b>	Preliminary Evaluation of Text Amendments to Title 6 (Zoning), Chapter 2 (Zoning Definitions); and Title 6 (Zoning), Chapter 3 (General Zoning Regulations) of the Lincolnshire Village Code
<b>Prepared By:</b>	Ben Gilbertson – Assistant Village Manager/Community & Economic Development Director
<b>Staff Recommendation:</b>	Feedback and direction to staff. Referral to the Zoning Board for a public hearing.
<b>Tentative Meeting Schedule:</b>	Zoning Board – March 10, 2020 Committee of the Whole – March 23, 2020 Regular Village Board – April 13, 2020
<b>Reports and Documents Attached:</b>	1) Draft ordinance, prepared by the Village Attorney and staff

**Background**

Stand-alone massage therapy establishments, or massage parlors, have been associated with illegal solicitation, prostitution, and human trafficking. Throughout the metropolitan Chicago region in 2019, several news stories have highlighted similar offenses, with local governments often lacking stringent ordinances to deter massage parlors as primary business uses. For communities that permit stand-alone massage parlors, officials are often challenged by revoking a business license, only to receive a petition for a similar business shortly thereafter under a different business owner.

**State Law, Village Code Regulations, and Staff Recommendation**

Fortunately, Lincolnshire has not had issues with massage therapy establishments promoting illicit activity. Furthermore, Lincolnshire does not have a business licensing program in-place, and all licensing authority for massage therapists is held with the State of Illinois (225 ILCS 57/55). The unlicensed practice of massage is a civil penalty with a fine of up to \$10,000. Furthermore, State law prohibits the advertising of massage services unless the person providing the service is a licensee. The first violation of the Massage Licensing Act is a Class A misdemeanor and subsequent violations are Class 4 felonies.

While pursuant to State statute, Lincolnshire cannot regulate massage licensing, the Village does have the power to exercise zoning authority over the location of massage therapy businesses. In consultation with the Village Attorney, staff recommends massage therapists operate only as an accessory use to a day spa or a physician's office – not as a standalone principal use. To assure the Village can enforce this limitation, text amendments to Title 6 (Zoning) of the Lincolnshire Village Code are needed. Should the Village require that massage therapy operate only as an accessory use, the code effectively requires the host business to vouch for the legitimacy of the massage therapists.

Day spas with massage services are currently regulated as Special Uses in the B1 (Retail Business), B2 (General Business), and all O/I (Office/Industrial) zoning districts. Physician's offices may offer massage therapy as part of their medical services, and are currently regulated as permitted uses in the B1 (Retail



Business), B2 (General Business), E (Small Scale Office), and all O/I (Office/Industrial) zoning districts. To better regulate massage therapy in Lincolnshire, staff recommends the following:

- Provide definitions for “massage”, “massage business”, and “massage therapy” in Title 6 (Zoning), Chapter 2 (Definitions) of the Lincolnshire Village Code.
- Add specific requirements for “Massage Businesses” in Title 6 (Zoning), Chapter 3 (General Zoning Regulations) of the Lincolnshire Village Code such that massage businesses may only be permitted as special accessory uses to a principal use in the B1 (Retail Business), B2 (General Business), E (Small Scale Office), and all O/I (Office/Industrial) zoning districts.
- Require any person seeking to operate an accessory massage business must apply for a Special Use permit, and provide:
  - Written authorization from principal business operator to apply for approval to operate an accessory massage business;
  - The term of any lease or other occupancy arrangement with principal use operator;
  - The number of massage therapy rooms or beds; and
  - The gross area occupied by the massage business, including, without limitation, any reception area, waiting area, office area, and bathroom.
- Capping massage businesses to 25% of the gross floor area of the principal use.
- Requiring the posting the licenses of each massage therapist in a conspicuous area for all guests to view in non-private areas of the business.

Staff requests the Village Board’s direction regarding the proposed text amendments. Should the Village Board refer this item to the Zoning Board, a public hearing is necessary for further consideration and recommendation of the text amendment.

**VILLAGE OF LINCOLNSHIRE  
LAKE COUNTY, ILLINOIS**

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE AMENDING TITLE 6 (ZONING),  
CHAPTERS 2 (ZONING DEFINITIONS) AND 3 (GENERAL ZONING REGULATIONS) OF THE  
LINCOLNSHIRE VILLAGE CODE**

**WHEREAS**, the Village of Lincolnshire (the "Village") is an Illinois home rule municipal corporation organized and operating under the Constitution and laws of the State of Illinois; and

**WHEREAS**, the Mayor and Board of Trustees (the "Corporate Authorities") find certain occupations and land uses warrant regulatory oversight because of the unique nature of operations that could harmfully affect the public health, safety, and welfare; and

**WHEREAS**, the Village has seen massage establishments operating in a manner that is harmful to the public health, safety, and welfare; and

**WHEREAS**, the Village's investigations have found that activities harmful to the public health, safety, and welfare, including illegal solicitation and prostitution, overwhelmingly occur at purported standalone massage establishment businesses; and

**WHEREAS**, these same Village investigations have overwhelmingly found that legitimate massage establishment businesses most often operate as an accessory business to a principal use in shared business space; and

**WHEREAS**, after due and careful consideration and analysis, the Village has determined that new zoning regulations are appropriate to better regulate massage establishments, protect the reputation of reputable massage therapy providers, and promote the public health, safety, and welfare; and

**WHEREAS**, the Corporate Authorities referred certain amendments of Title 6 (Zoning), Chapters 2 (Zoning Definitions) and 3 (General Zoning Regulations) (the "Text Amendments") of the Lincolnshire Village Code (the "Village Code") to the Zoning Board for the purpose of regulating the operation of massage therapy establishments, attached hereto as Exhibit B; and

**WHEREAS**, a public hearing on the Text Amendments was duly publicized on \_\_\_\_\_, in the \_\_\_\_\_ and was held by the Zoning Board on \_\_\_\_\_, on which date the Zoning Board voted in favor of recommending approval of the Text Amendments.

**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 1. Recitals; Findings.** The preamble to this Ordinance expresses the Village's purpose and intent for enacting this amendment to the Village Code and it is the intent of the Mayor and Board of Trustees for this Ordinance to be liberally construed to most effectively accomplish the purposes described above. The Corporate Authorities also hereby adopt the findings of fact attached hereto as Exhibit A in support of the amendments enacted by this Ordinance.

**SECTION 2. Text Amendments.** Title 6 (Zoning), Chapters 2 (Zoning Definitions) and 3 (General Zoning Regulations) of the Village Code are hereby amended in the manner described in Exhibit B, attached hereto and incorporated as though fully recited herein. The changes are shown as additions described with underlines and deletions described with strikeouts. Language which is omitted from Exhibit B is not intended to be changed.

**SECTION 3. Severability.** In the event any provision or application of the Village Code enacted by this Ordinance is found to be invalid or unenforceable, it is the intent of the Village Board that all other applications and the remaining provisions shall remain in full force and effect to the extent permitted by law.

**SECTION 4. Effective Date.** This Ordinance shall become effective following its adoption and approval in the manner provided by law.

**SO ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020, at Lincolnshire, Lake County,  
Illinois.

AYES:

NAYS:

ABSENT:

APPROVED:

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

ATTEST:

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

Published by me in pamphlet form

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**EXHIBIT A  
FINDINGS OF FACT**

**EXHIBIT B  
TEXT AMENDMENTS**

\* \* \*

**TITLE 6: ZONING  
CHAPTER 2: DEFINITIONS**

6-2-2: DEFINITIONS

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

**MESSAGE**

A system of structured palpation or movement of the soft tissue of the body. The system may include, but is not limited to, techniques such as effleurage or stroking and gliding, petrissage or kneading, tapotement or percussion, friction, vibration, compression, and stretching activities as they pertain to massage therapy. These techniques may be applied by a licensed massage therapist with or without the aid of lubricants, salt or herbal preparations, hydromassage, thermal massage, or a massage device that mimics or enhances the actions possible by human hands. The purpose of the practice of massage is to enhance the general health and well-being of the mind and body of the recipient. "Massage" does not include the diagnosis of a specific pathology. "Massage" does not include those acts of physical therapy or therapeutic or corrective measures that are outside the scope of massage therapy practice as defined in this Chapter. Massage does not include the intentional stimulation, manipulation or use of a device applied to a sexual or genital area.

**MESSAGE BUSINESS**

The premises where a massage therapist engages in or carries on any massage services.

**MESSAGE THERAPIST**

Any person who, for compensation, engages in the practice of massage as defined herein and provides proof of professional license issued by the State of Illinois authorizing the practice of massage therapy under the Massage Licensing Act (225 ILCS 57/1 et seq.).

\* \* \*

**TITLE 6: ZONING  
CHAPTER 3: GENERAL ZONING REGULATIONS**

6-3-5: ACCESSORY STRUCTURES AND USES

No accessory structure or use shall be established, erected, altered or moved onto a lot unless it specifically conforms to the requirements of this Section.

\* \* \*

B. Specific Requirements: The following Accessory Structures and Uses shall be permitted subject to the additional specific regulations set forth below:

<b>Message Business</b>	<u>R1</u>	<u>R2</u>	<u>R2A</u>	<u>R3</u>	<u>R4</u>	<u>R5</u>	<u>B</u> <u>S</u>	<u>E</u> <u>S</u>	<u>O/I</u> <u>S</u>	<u>M</u>
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- From and after the effective date of this Ordinance, massage businesses shall only be permitted as a special accessory use to a principal use in the following zoning districts: B-1 Retail Business District, B-2 General Business District, E Small Scale Office District, and O/I Office/Industrial Districts.
- Any person seeking to obtain approval under this Chapter to operate an accessory massage business must, in addition to the special use application, provide the following minimum information: (a) written authorization

from principal business operator to apply for approval to operate an accessory massage business; (b) the term of any lease or other occupancy arrangement with principal use operator; (c) the number of massage therapy rooms or beds; and (d) the gross area occupied by the massage business, including, without limitation, any reception area, waiting area, office area, and bathroom.

- No massage business, including, without limitation, any reception area, waiting area, office area, and bathroom, shall occupy more than 25% of the gross floor area of the principal use.
- Parking: Off-street parking shall be required at the same rate required for a day spa.
- The license of each massage therapist engaged in providing massage services shall be conspicuously posted so that an invitee or guest can view the license from non-private areas of the business.



<b>Reviewing Body:</b>	Committee of the Whole
<b>Meeting Date:</b>	February 10, 2020
<b>Subject:</b>	Geographic Information System (GIS) Aerial Imagery Update
<b>Action Requested:</b>	Consideration of an agreement with Ayres Associates Inc. of Madison WI in an amount not to exceed \$14,428.00 for GIS Aerial Imagery Updates
<b>Prepared By:</b>	Wally Dittrich – Assistant Public Works Director/Village Engineer
<b>Staff Recommendation:</b>	Consideration and approval
<b>Budgeted Amount:</b>	\$14,444 – 01-12-61-9022 & 02-01-61-9200 (90%/10% split)
<b>Actual Amount:</b>	\$14,428
<b>Level of Service Impact:</b>	N/A
<b>Meeting History:</b>	N/A
<b>Tentative Meeting Schedule:</b>	2/24/20 RVB
<b>Reports and Documents Attached:</b>	Agreement for Professional Services with Ayres Associates

**Background**

The Village of Lincolnshire is a member of the Geographic Information Systems (GIS) Consortium. Members of the consortium receive services from Municipal GIS Partners (MGP). Village departments use MapOffice to interact with the Village’s GIS system. The aerial imagery MapOffice is currently uses is from 2017, while the topographic data (elevations of the land) is from 2012. MGP has been working with Ayres and Associates to obtain updated aerial imagery data for a number of communities in the GIS Consortium. This process will provide an economy of scale as a flight can be scheduled for multiple municipalities at the same time to secure updated aerial imagery.

**Project Description**

Ayres and Associates will collect updated aerial imagery of the Village of Lincolnshire which will then be uploaded into the Village’s GIS system by MGP. This new imagery will allow staff to better review permits, assist residents with information requests, and plan for future capital needs. The GIS system is used regularly by staff to plan for future projects so it is important to have as current information available as possible. The new aerial imagery will also assist users of GIS utility layers as the locations of new utilities will match the conditions in the field (i.e. new watermain will be shown in a new subdivision as opposed to going through an open field).

**Staff Recommendation / Conditions**

Staff recommends approval of the collection of the updated imagery with Ayres and Associates. The cost of \$14,428 will be split 90%/10% between the general fund and water and sewer fund.



**Next Steps**

The flight will be undertaken after the snow has melted in the spring before the leaves start to grow on vegetation and obscure important features.

Staff recommends approval of the proposed agreement for collection of updated GIS aerial imagery.

# **AGREEMENT FOR PROFESSIONAL SERVICES**

**FOR**

## **GEOSPATIAL SERVICES**

THIS IS AN AGREEMENT made between the Village of Lincolnshire, Illinois (OWNER) and Ayres Associates Inc., 5201 E. Terrace Drive, Suite 200, Madison, WI 53718 (CONSULTANT).

OWNER intends to retain the CONSULTANT to perform updates to existing planimetric map features.

OWNER and CONSULTANT agree to performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below.

### **ARTICLE 1 – SCOPE OF SERVICES**

#### **1.1 General**

1.1.1 CONSULTANT shall provide professional services for OWNER as hereinafter provided.

#### **1.2 Photogrammetric Services**

After written authorization to proceed, CONSULTANT shall:

1.2.1 Produce digital orthophotography for the Village of Lincolnshire, from aerial imagery acquired by the CONSULTANT using a photogrammetric digital camera in the spring of 2020.

1.2.1.1 The project area for orthophotography will consist of a total of 18.8 PLSS quarter section equivalents (3,010 acres). The specific area to be mapped will be defined by the OWNER prior to commencement of services, but will be within the Extent of Aerial Imagery Coverage, shown on Exhibit A.

1.2.1.2 Aerial imagery will be georeferenced using an existing digital elevation model.

1.2.1.3 Orthoimagery will be prepared at 3-inch resolution and tiled according to PLSS quarter sections. Orthoimagery tiles will be delivered as GeoTIFF and MrSID format (with world files). Orthoimagery tiles will be prepared in a fashion which minimizes “white space” or “void areas” around the exterior of the municipality.

1.2.1.4 A digital orthoimagery mosaic will be prepared for the entire project area and delivered as MrSID compressed format.

1.2.1.4 Digital orthoimagery will conform to horizontal accuracy consistent with National Map Accuracy Standards for 1” = 50’ map scale.

1.2.2 Deliver the following products:

- Digital orthoimagery tiles in uncompressed TIFF format (with world files)
- Digital orthoimagery tiles in compressed MrSID format (with world files)
- Project-wide orthoimagery mosaic in MrSID format
- FGDC compliant metadata

## **ARTICLE 2 – CHANGES IN THE SCOPE OF SERVICES**

### **2.1 Services Requiring Authorization in Advance**

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services as hereinafter provided. These services are not included as part of Basic Services and will be paid for by OWNER as indicated in Article 5.

- 2.1.1 Services to investigate existing conditions or facilities or to verify the accuracy of information furnished by OWNER.
- 2.1.2 Services resulting from significant changes in the general scope, extent or character of the Project.
- 2.1.3 Furnishing services of independent professional associates and consultants for other than Basic Services.
- 2.1.4 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.
- 2.1.5 Additional services in connection with the Project, including services which are to be furnished by OWNER, and services not otherwise provided for in this Agreement.

## **ARTICLE 3 – OWNER'S RESPONSIBILITIES**

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

- 3.1 Designate in writing a person to act as OWNER's representative.
- 3.2 Provide all criteria and full information as to OWNER's requirements.
- 3.3 Place at CONSULTANT's disposal all available pertinent information.
- 3.4 Other special data or consultations not covered under BASIC SERVICES and ADDITIONAL SERVICES.
- 3.5 To the extent allowed by law, arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

- 3.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.7 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services.
- 3.8 Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.
- 3.9 OWNER has designated the following representative to serve as the Quality Assurance/Quality Control for the project: Thomas Thomey; MGP, Inc.; 701 Lee Street; Suite 1020; Des Plaines, IL 60016; Phone: (847) 656-5698. CONSULTANT will deliver Preliminary Product to the above designee.
- 3.10 OWNER will provide CONSULTANT with boundaries for the mapping to be performed under Article 1 by March 31, 2020. The boundary will be provided to CONSULTANT in ESRI shapefile or geodatabase format.
- 3.11 Prior to commencement of mapping, OWNER will provide CONSULTANT with the GIS Consortium's most current ESRI Geodatabase which includes the existing Planimetric and Digital Terrain Model (DTM). The Geodatabase shall reflect the most current feature geometry and attribution.

**ARTICLE 4 - PERIODS OF SERVICE**

The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project.

- 4.1 The services called for in Article 1 - Scope of Services will be completed according to the following schedule:
  - a) Finalize mapping boundaries (3.10): March 31, 2020
  - b) Deliver preliminary mapping: August 15, 2020
  - c) Deliver final products: October 15, 2020
- 4.2 CONSULTANT's services under this Agreement shall be considered complete at the earlier of (1) the date when the submissions have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER.
- 4.3 If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT's services shall be adjusted equitably.
- 4.4 If CONSULTANT's services for the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond CONSULTANT's control,

CONSULTANT shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2.

## **ARTICLE 5 – COMPENSATION AND PAYMENTS**

### **5.1 Compensation for Services**

5.1.1 Basic Services. OWNER shall pay CONSULTANT for Basic Services rendered as follows:

5.1.1.1 For services outlined above, OWNER shall pay CONSULTANT a lump sum fee of \$14,428.00.

### **5.2 Times of Payments**

5.2.1 CONSULTANT shall submit monthly invoices for Basic and Additional Services (if elected and approved). OWNER shall make prompt payments in response to CONSULTANT's invoices.

### **5.3 Other Provisions Concerning Payments**

5.3.1 The OWNER shall make payments in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1).

5.3.2 In the event of termination by OWNER, CONSULTANT will be reimbursed for all charges and services rendered as authorized by the OWNER for services rendered up to the time of cancellation.

5.3.3 Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices.

## **ARTICLE 6 - GENERAL CONSIDERATIONS**

### **6.1 Reuse of Documents**

Any reuse of the services and documents provided under this agreement for purposes not intended, will be at the owner's sole risk.

### **6.2 Controlling Law**

This Agreement shall be governed under the laws of the State of Illinois.

### **6.3 Indemnification**

The CONSULTANT hereby indemnifies and holds the OWNER harmless for any and all costs, expenses, claims, lawsuits or liabilities incurred by OWNER that arise out of, or in connection with, the Contractor's negligent acts, errors or omissions that causes harm or damage to any person or property as a result of the professional geospatial services required to complete this project.

#### **6.4 Termination**

The obligation to provide further services under this Agreement may be terminated by either party upon seven calendar days' written notice in the event of substantial failure by either party to perform in accordance with the terms hereof through no fault of the terminating party.

#### **6.5 Copyright Assignment**

The CONSULTANT assigns copyright to the OWNER for all deliverable products produced under this contract. All deliverable products prepared by the CONSULTANT under this contract are the property of the OWNER. The CONSULTANT agrees that the products shall not be made available to nor used to prepare additional products for any individual or organization at any time without prior written approval by the OWNER.

#### **6.6 Force Majeure**

Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

### **ARTICLE 7 - EXHIBITS AND SCHEDULES**

7.1 The following Exhibits are attached to and made a part of this Agreement.

7.1.1 Exhibit A – Extent of Aerial Imagery Coverage

7.2 This Agreement (consisting of pages 1 to 7, inclusive), together with the Exhibits and Attachments identified above, constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

Village of Lincolnshire, Illinois  
OWNER

Ayres Associates Inc  
CONSULTANT

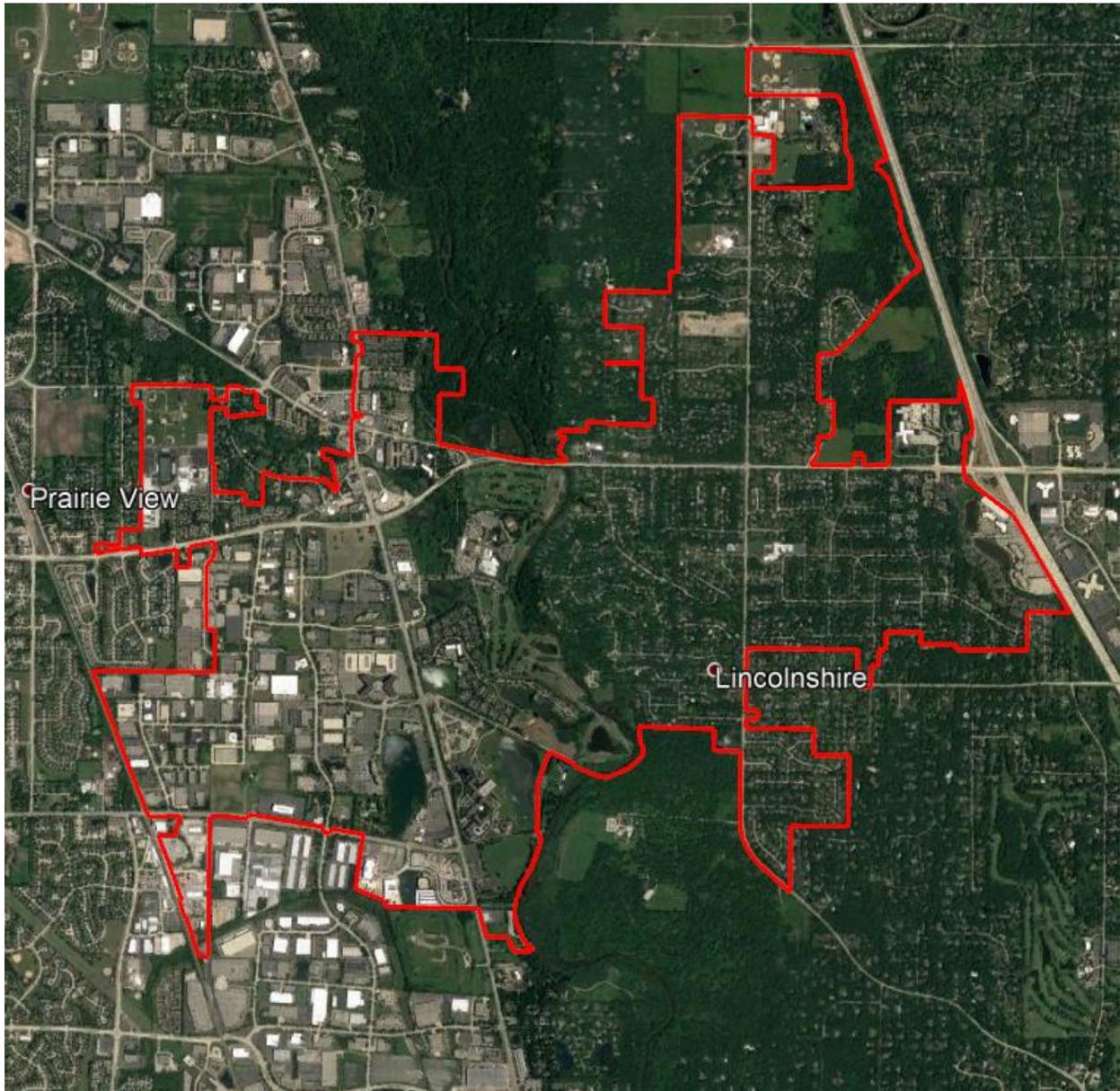
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name) Jason Krueger

\_\_\_\_\_  
(Title) Manager

\_\_\_\_\_  
(Date)

Exhibit A — Extent of Aerial Imagery Coverage





<b>Reviewing Body:</b>	Committee of the Whole
<b>Meeting Date:</b>	February 10, 2020
<b>Subject:</b>	Brine Maker & Liquid System Updates
<b>Action Requested:</b>	Consideration of a Request to Purchase a Brine Maker & Blending System from Cargill of Cleveland, OH via Sourcewell Joint Purchase Program in an amount not to exceed \$61,989.00
<b>Prepared By:</b>	Joshua Markham – Streets & Stormwater Foreman
<b>Staff Recommendation:</b>	Consideration and approval
<b>Budgeted Amount:</b>	\$75,000 – 51-21-80-3802 (Brine Maker)
<b>Actual Amount:</b>	\$61,989.00
<b>Level of Service Impact:</b>	N/A
<b>Meeting History:</b>	N/A
<b>Tentative Meeting Schedule:</b>	2/24/20 RVB
<b>Reports and Documents Attached:</b>	AccuBatch Brine Maker with Blending System Specifications

### Background

Public Works currently uses salt brine as a main ingredient in its snow removal program. Water is mixed with road salt that is then churned and diluted which makes brine. The brine is then pumped to a storage tank where it is specifically blended with the Village's anti-icing liquid called "Beet Heet". Crews then incorporate the blend to snow and ice operations by using it to pretreat the roads as well as use it to inject road salt with the blend while applying during snow operations.

Currently, the Village receives salt brine from Vernon Township as part of an arrangement where the Village trades salt in exchange for brine. Anti-icing chemicals are stored at Public Works, then mixed with the salt brine. Over the years, this approach has met needs; however, there are some limitations that will be resolved with the addition of a brine maker. Crews currently have to wait on Vernon Township for delivery of the brine. Vernon Township currently provides brine to multiple municipalities which this can leave Lincolnshire waiting for product; creating an inability to respond to a snow or ice event adequately. With this arrangement, crews are required to physically pick the product up from Vernon Township's facility. Vernon Township has a 2,500 gallon trailer staff picks up and brings back to Public Works to unload into the Village's holding tanks. This process is repeated as needed. The Village can currently hold 10,000 gallons which requires 4 trips back and forth to completely fill the storage tanks. In exchange for the salt for the brine mixture, the Village pays in road salt to Vernon Township. In 2018-2019, the Village paid 52 tons of salt to the Township in exchange for brine.



### **Project Description**

In order for the Village to make its own brine and mix it with other products to make its anti-icing liquid, staff recommends the purchase of a brine making unit along with a unit to mix the brine with other products. Both units are being purchased from the Sourcewell Joint Bid program which is a national joint purchasing group of which the Village is a member. Once these 2 components are purchased, staff would work with other vendors to complete the last component of the project which would be electrical and plumbing upgrades to the liquid blending room at Public Works.

The first part of the system is a brine maker known as the Accubatch made by Cargill. The system is equipped with 2 marine-grade fiberglass hoppers where the blending of the rock salt and the water will take place. The capacity of the finished product hopper is 800 Gallons, and with the Public Works Facilities current water supply line, the 800 Gallons of brine will be able to be made in under 2 Hours. The Accubatch comes with a stainless steel pump which is ideal due to the corrosive nature of salt. It comes with an automatic salinity control system which automatically measures the concentration of the brine to the precise 23.3% which is the standard in brine making. There will no longer be a need to constantly test the brine during the mixing process which frees up employee time.

The second unit to pair with the Accubatch is the Accubriner which blends the products used in anti-icing without constant monitoring and adjustments for use during snow and ice operations. The system will be set up directly next to the Accubatch in the Public Works Facility at the north end of the building. This unit consists of a stainless steel housing with hose ports out the back end and a pump mounted inside rated for 100-200 gallons per minute along with sensors and a flow meter for precise blending as well as data collection. With this system, it eliminates the need to store blended product in storage tanks as a custom blend can be made in real-time as it is being sent directly to a liquid application truck. This change in process allows specific blends to be crafted for each truck which is a huge benefit, given the Public Works truck tanks vary in size. So the ability to make a "hotter mix" on a truck with a smaller tank is a great benefit. Each driver would have their own access code that corresponds with the truck that they drive. The biggest plus with this unit is that it takes out the human element of staff manually blending the products. Both the time spent manually blending products and the high cost of human error will be eliminated.

The last component of the project will be to complete upgrades to the liquid blending room at the Public Works Facility as the current system has reached the end of its useful life. The current system was installed over 10 years ago, and there have been little to no upgrades or improvements. Upgrades will include two electrical runs with upgraded voltage to properly power the brine maker as well as the blending unit, plumbing for the brine maker and blending unit to our existing system as well as re-configuring our current plumbing to eliminate runs no longer utilized. Hoses, valves, and gaskets that have reached their life expectancy will be replaced, as we are now experiencing more frequent leaks, both causing cleanups as well as allowing air to enter the lines and mixing of the products.

### **Staff Recommendation / Conditions**

Staff recommends approval for the purchase of the brine make and blending unit from Cargill in an amount not to exceed \$61,989.00 via the Sourcewell joint purchase program. The electrical and plumbing upgrades will be completed separately with competitive pricing per the Villages purchasing procedures.

This project has a budget of \$75,000. The Accubatch brine maker will cost \$28,249.00 and the Accubriner at \$33,092.00. They will both be shipped together for \$648.00 totaling \$61,989.00. The remaining \$13,011 will be used to cover expenditures related to the 2 electrical upgrades and the plumbing mentioned above. See the table below for additional information.



<b>Item Description</b>	<b>Cost</b>
AccuBatch Brine Maker	\$28,249.00
AccuBrine Blending System	\$33,092.00
Delivery	\$648.00
<b>Total for Blending System Equipment</b>	<b>\$61,989.00</b>
Electrical/Plumbing Upgrades (purchased separately)	\$13,011.00
<b><i>Project Grand Total</i></b>	<b><i>\$75,000.00</i></b>

**Next Steps**

Purchase the units and begin the installation in preparation of the 2020-2021 winter season.



January 10, 2020

Village of Lincolnshire Public Works  
 1 Olde Half Day Rd  
 205 Schelster Road  
 Lincolnshire, IL 60069-3035  
 Joshua Markham – Streets & Storm Water Foreman  
 Phone: 847-913-2388  
 jmarkham@lincolnshireil.gov

RE: AccuBatch® brine maker

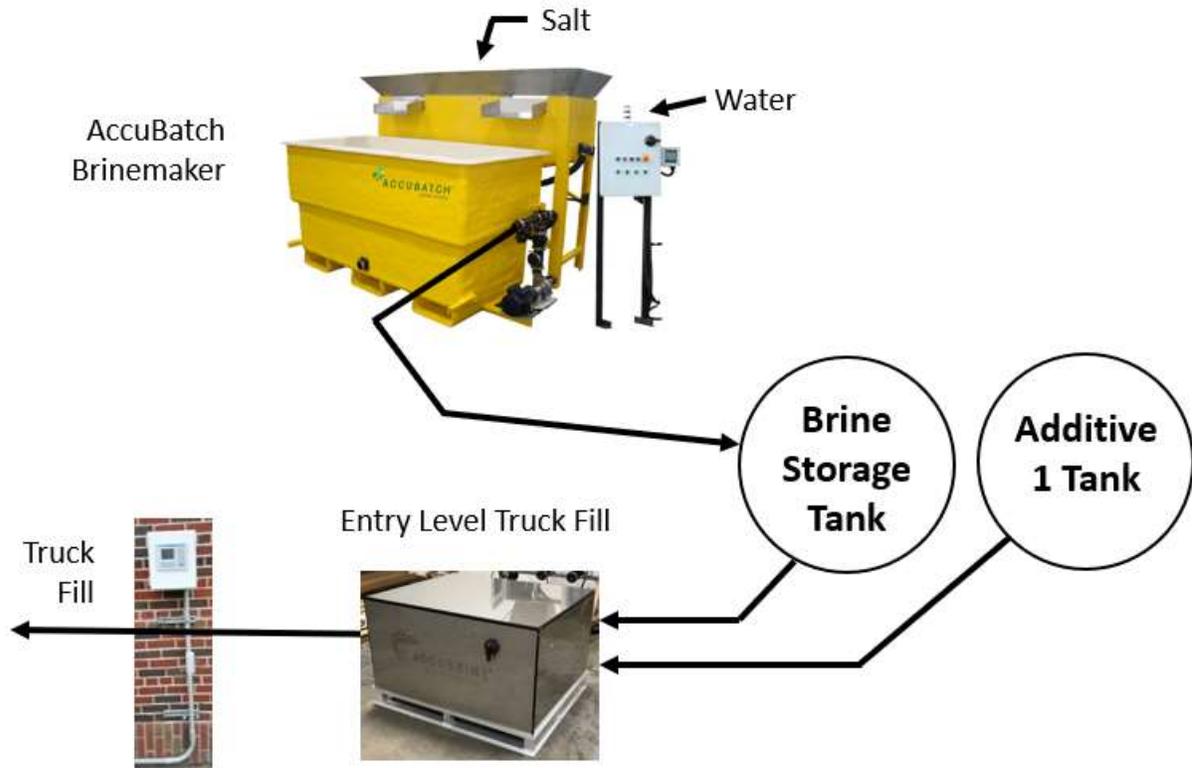
The AccuBatch® brine maker from Cargill Salt – Road Safety is a brine production system that allows for *brine to be produced with an automated temperature compensated conductivity meter for accurate salinity concentration in an entry level machine.* All AccuBatch® brine makers come with:

- Semi-Automatic operation produces 800 gallons of brine per batch – *Produce as much or as little brine based on your needs*
- Automatic Salinity control – *System uses patent pending technology to ensure continuous, accurate concentration to +/- 0.2% of your desired salinity*
- Durable rugged design – *Marine grade fiberglass is corrosion resistant and an all-weather long-lasting housing for the control panel*
- Single phase electrical – operates on 208-240V, 30A, single phase power with Type L6-30 receptacle
- Ease of Clean Out – *System is designed to make clean out simple and safe without intensive labor*



Qty	Description	Unit price
1	<b>AccuBatch® brine maker</b> Includes a factory installed stainless steel spill shield. Continuous, automatic salinity measurement & control. Single phase electric system with salt tank, brine tank and control panel. <b>(Sourcewell pricing)</b>	\$28,249.00
1	<b>Optional Entry Level Truck Fill – Brine &amp; (1) Additive – w/ Flow meter</b> Skid-mounted system including a 3hp motor/pump with the ability to pull brine and one additive to pump desired quantity on demand. Ability to record truck ID, date, time and quantity loaded. <b>(Sourcewell pricing)</b>	\$33,092.00
	Freight:	\$648.00
	<b>Total:</b>	\$61,989.00

Below is a basic diagram of the quoted equipment. The AccuBatch brinemaker makes on-spec brine in 800 gallon batches. Separately, the Entry Level Truck Fill can automatically calculate the amount of brine and additive required for a requested blended product and pump it to the vehicle.



<b>Qty</b>	<b>Optional PM Services Offered</b>	<b>Extended</b>
1	<b>Pre-Season Startup Service</b> – Brinemaker Startup with Training. Includes factory technician's travel and local living expenses. <i>Target dates for this work are August – October.</i>	\$3,000.00
1	<b>Post-Season Shutdown Service</b> – Brinemaker Shutdown and cleanout. Includes factory technician's travel and local living expenses. <i>Target dates for this work are March – May.</i>	\$3,000.00
1	<b>Annual Training Refresher</b> – Brinemaker training on-site. Includes factory technician's travel and local living expenses. Requires an operational brinemaker with all utilities and rock salt availability for operation of the unit during training. <i>Target dates for this work are August – October.</i>	\$2,500.00



This quote does not constitute an order confirmation. The prices quoted in this letter are valid for a sixty (60) day timeframe.

**Additional Notes & Descriptions:**

- 1) This system is shipped directly to you and installation is as simple as plugging in the unit and hooking up the water and it is ready to begin brine production.
- 2) Taxes, if applicable, are not included in this quotation.
- 3) This brinemaker is single phase electric (208-240V 30A Type L6-30 receptacle).
- 4) Please see attached installation checklist, technical specifications and literature for more details.
- 5) Customer Sourcewell/NJPA Membership # 61327
- 6) Cargill Sourcewell/NJPA Contract # 052919-CGI

**Terms and Conditions**

The terms and conditions and full limited warranty statement are available upon request. The terms and conditions and full limited warranty statement shall constitute the sole terms and conditions governing any sale of an AccuBrine® automated brine maker entered into by the parties. No terms or conditions, other than those located at [www.cargill.com](http://www.cargill.com), whether contained in Buyer's purchase order or elsewhere, shall be binding on Seller unless agreed to in writing by Seller. Seller's failure to object to such other terms and conditions shall not be deemed a waiver of those located at [www.cargill.com](http://www.cargill.com).

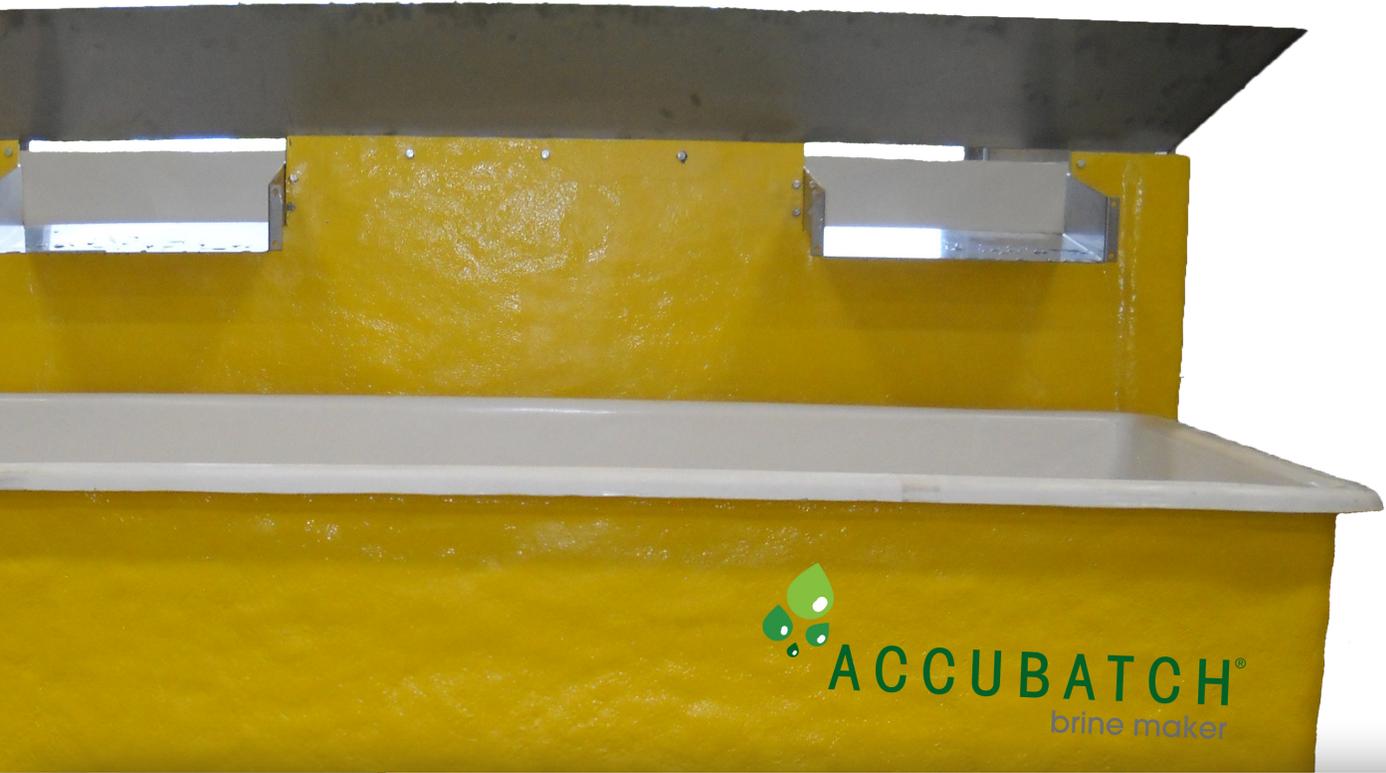
"Confidentiality Notice: This message is intended only for the named recipient and may contain confidential, proprietary or legally privileged information. Unauthorized individuals or entities are not permitted access to this information. Any dissemination, distribution, or copying of this information is strictly prohibited. If you have received this message in error, please advise sender by reply e-mail, and delete this message and any attachments. Thank you."

Regards,

Roger Wilson  
District Manager  
Cargill Salt – Road Safety  
[roger\\_wilson@cargill.com](mailto:roger_wilson@cargill.com)  
mobile: 920-889-3583  
FAX: 952-249-4003



**ACCUBATCH<sup>®</sup>**  
brine maker



**A SIMPLE WAY TO STAY SAFELY  
AHEAD OF THE STORM.**



**Cargill<sup>®</sup>**

*A Cargill Deicing Technology Product*

Providing customers with deicing solutions that save lives, enhance commerce and reduce environmental impact.

# START WITH THE BASICS – SIMPLE, ACCURATE AND COST-EFFECTIVE BRINE PRODUCTION.

As a highly effective and surprisingly economical solution for combating snow and ice issues on roadways, brine production has become a proven winter maintenance solution. With the release of the AccuBrine® automated brine maker, Cargill Deicing Technology introduced revolutionary technology to the brine making process – and we're ready to do it again with the AccuBatch® brine maker. The AccuBatch® brine maker provides everything you need to start up or recharge your anti-icing program and none of what you don't.

- **Consistently achieve ideal brine concentration via sensor that is only available with the AccuBatch® brine maker- no need to manually check.**
- **Simple plug & play design makes for easy setup and operation.**
- **Easy cleanout process that is quick and efficient.**

As your total solutions provider for all of your winter maintenance needs, we recognize the importance of presenting you with different options of brine making systems. Whether you are looking for the continuous flow design of our AccuBrine® automated brine maker or a smaller production capacity system like the AccuBatch® brine maker that allows you to make brine by the batch, we've got you covered.



## BUDGET-FRIENDLY BRINE PRODUCTION.

The decision to purchase a brine making system can be a very overwhelming task. With so many options to choose from and numerous factors to consider, finding the right fit takes time. Although cost-effective, many entry-level models lack the key features desired to make your brine easily, accurately and without hassle - until now.

AccuBatch® brine maker features:

- **Automatic brine concentration measurement:** This user-friendly brine concentration measurement allows customers to set acceptable concentration ranges and alarms. The system will automatically shut off once target brine concentration is achieved.
- **Ease of cleanout:** Normally a very labor intensive and costly process, cleaning out your AccuBatch® brine maker is fast and easy. Save valuable time and money by keeping your employees focused on their priorities - not the machine.
- **Simple setup:** The simple plug and play design is a semi-automated do-it-yourself operational system. Just hook up the water and power and begin making brine without the setup costs or the need for technical assistance.
- **Production capacity:** The AccuBatch® brine maker is capable of producing up to 800 gallons of brine per batch. Make what you need when you need it.



# DON'T SACRIFICE YOUR NEEDS FOR COST. GET IT ALL IN ONE.

It's true that cost can have a major effect on your decision to purchase a brine maker, but it's not the only factor. According to an independent study conducted in 2011 of state government and municipality transportation staff, the following are what many consider to be important features when purchasing a brine maker:

Why choose the AccuBatch® brine maker?	AccuBatch® brine maker
Lower Cost <i>Entry level model</i>	✓
Automatically measure brine concentration <i>No need to babysit brine production</i>	✓
Easy Cleanout <i>Quick, easy and efficient</i>	✓
Plug and Play Design <i>Simple setup, no technical assistance needed</i>	✓
Ease of Operation <i>Simple procedures and machine controls</i>	✓
Durable <i>High-end materials at entry-level price</i>	✓

The AccuBatch® brine maker addresses each of these features with a simple design that allows you to produce your desired amount of brine accurately and efficiently without the need for additional manpower. Its conductivity sensor for accurate concentration and easy cleanout process are offered at a budget-friendly price. Storage is not an issue either as it can be stored outside with no heated structure required. With the AccuBatch® brine maker, there is no need to decide which of these features you can do without.

## System Includes:

- Simple controls (on/off/alarms)
- Stainless steel pump
- Durable valves
- Quick disconnect fittings
- Automatic brine concentration measurement



*\*spill deflector pictured is an optional add-on and does not come standard on the machine*



**A Cargill Deicing Technology Product**

Providing customers with deicing solutions that save lives, enhance commerce and reduce environmental impact.



January 13, 2020

Customer  
Address  
City, State Zip  
Contact – title  
Phone: xxx-xxx-xxxx

RE: AccuBrine® Blend Truck Loading & Blending System

With the AccuBrine® Blend Truck Loading & Blending System, you can create custom liquid blends of your choosing at the touch of a button. This modular system enables you to produce any custom blend by mixing your brine with various other liquid additives to enhance performance and lower the effective melting temperature. This is the best way to achieve the custom blends you desire efficiently and accurately.

- No Blended Storage required – *this system eliminates the need to store blended product in storage tanks as a custom blend can be made in real time as it is being sent directly to a liquid application truck.*
- Upgrade any brinemaker – *add to any existing brinemaker setup, as this Truck Loading & Blending System operates separately of the brinemaker.*
- Protective Shroud – *coated aluminum frame with internal heater designed to protect components from outside elements.*
- Stainless Steel Pump standard – *Stainless Steel cast and wetted parts. Rated for 100 / 200 gallons per minute (model dependent).*
- Accurate volumes – *product dispensed will be measured via a corrosion resistant, in-line Flow Meter. Product is delivered to the truck in a stacked method i.e. Product A, then Product, B, then Product C.*
- Level Sensors – *storage tank volume sensors provided to determine if enough volume of each product is available to produce desired blend.*
- Product Recirculation – *ability to schedule for automatic recirculation of tanks during off-hours to help eliminate stratifications and solids settling out of solutions. Requires storage tanks to be plumbed according to recommendation.*





 **ACCUBATCH**<sup>®</sup>  
brine maker



Cargill Deicing Technology  
24950 Country Club Blvd. Suite 450  
North Olmsted, OH 44070  
phone: 866-900-SALT (7258)

**[www.cargilldeicing.com](http://www.cargilldeicing.com)**

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## **Technical Specifications - AccuBatch™ brine maker**

### **1.0 Salt Hopper**

- 1.1 The entire salt hopper and salt hopper structure shall be made of structurally sound fiberglass.
- 1.2 The salt hopper shall have a nominal capacity of 1.6 cubic yards
- 1.3 The salt hopper has a nominal weight capacity of 3000 pounds
- 1.4 The salt hopper shall have the following nominal inner dimensions: 26.5 inches wide and 94.5 inches long and 33.25 inches high.
- 1.5 The height of the bottom of the butterfly cleanout valve is 31 inches off of the ground.
- 1.6 The salt hopper shall be constructed of fiberglass and coated with an inner UV resistant white gel coat and a highly-visible yellow outer gel coat.
- 1.7 Overall nominal thickness of the salt hopper shall be 0.75 inches.
- 1.8 All fittings and valves shall be fiberglass reinforced molded polypropylene
- 1.9 The fill nozzles are capable of providing fresh water or recirculated brine water to the system depending on the position of the valves in the system.
- 1.10 The hopper shall have a 13 degree sloped bottom leading toward a circular 6" diameter discharge port fitted with a manually operated 6" diameter butterfly valve consisting of cast iron body, EPDM seat, 316 stainless steel disc and stem.
- 1.11 All clamps and other necessary hardware shall be stainless steel
- 1.12 There shall be a quick disconnect fitting for the hose connecting the discharge side of the pump to the salt hopper.
- 1.13 The salt hopper will be fitted with removable 304 stainless steel screens to minimize the amount of salt or other debris to be washed into the brine tank through the two overflow weirs.
- 1.14 The salt hopper will be permanently fitted with Two stainless steel rectangular overflow weirs having measurements of Width 20" x Height 4.5" x Depth 12"

### **2. Brine Tank**

- 2.1 The entire brine tank and brine tank structure shall be made of structurally sound fiberglass.
- 2.2 The brine tank shall have a nominal capacity of 800 gallons
- 2.3 The brine tank shall have the following nominal inner dimensions: 46.5 inches wide by 94.5 inches long by 46.5 inches high.
- 2.4 Overall nominal thickness of the brine tank shall be 0.75 inches

- 2.5 All fittings and valves shall be fiberglass reinforced molded polypropylene. The brine tank shall have the following nominal outer dimensions, including all fittings and/or mounts: 60 inches wide by 113.5 inches long by 49.5 inches high
- 2.6 The Brine tank outlet shall be fitted with a 2" port with a manually operated shut off valve. The valve has a 2" male QDC lever lock connection.
- 2.7 The brine tank shall be constructed of fiberglass and coated with an inner UV resistant white gel coat and a highly-visible yellow outer gel coat.
- 2.8 The floor of the brine tank shall have a 5 degree slope from opposite side of the discharge port toward the discharge port

### **3. Motor/pump/valve stack assembly**

- 3.1 The components on the motor/pump/valve stack assembly will be a motor, pump, conductivity analyzer sensor, a check valve and a three-way manual valve.
- 3.2 The motor shall be a 3hp, 240V, 3450 rpm; FLA 13; 1 PH TEFC
- 3.3 The pump shall be rated at a nominal 100 gpm with a 2" inlet and outlet with stainless steel impeller and housing.
- 3.4 There shall be a salinity probe mounted and housed on the discharge side of the pump. The probe will be wired to the salinity analyzer control box with 15 ft of usable shielded cable.
- 3.5 There shall be a manual 3-way valve mounted on the downstream side of the conductivity probe housing. The valve will control whether the water/brine solution being discharged from the pump will be sent to the salt hopper (recirculation-production mode) or to a customer supplied brine storage device, such as a tank or truck
- 3.6 There shall be a 3" check valve mounted on the pump assembly to eliminate any backflow of water and salt from the salt hopper or from a storage tank/truck through the pump.
- 3.7 There shall be a 2" male quick disconnect fitting on the "storage" side of the 3-way valve that the customer can connect to in order to take the finished product from the AccuBatch™ system to a customer supplied storage device
- 3.8 The motor/pump/valve stack assembly will be attached to a stationary mount located on the side of the Brine Tank.

#### **4. Control Panel**

- 4.1 The control panel back plate shall be UL listed.
- 4.2 The control panel can be mounted outdoors as penetrations in the control panel will comply with IP-66, or greater.
- 4.3 The control panel shall be fitted with the following: Start, Stop, E-stop, Reset push button, Hand-Off-Auto motor control, four LED voltage fault indicators, LED stack light.
- 4.4 The control panel for the conductivity analyzer shall consist of touch screen controls rated at IP-66 and will be mounted to the side of the main control panel.
- 4.5 The main power will be supplied to the control panel by a 15 ft power cord with 240 VAC, 30A, 1PH male cord cap.
- 4.6 The entire system shall have a power requirement of 240V, 30A, 60hz, single phase AC.
- 4.7 The control panel enclosure shall be made of fiberglass reinforced polyester.
- 4.8 The total full load amperage shall be 18.4 Amperes.
- 4.9 The short circuit current rating shall be 5000 Amperes RMS.

#### **5. Optional Accessories**

- 5.1 To minimize salt spillage during the loading process, a 304 stainless steel spill deflector can be purchased as an optional accessory if the customer so desires. If purchased at the time of original machine purchase the spill deflector will be mounted on the Salt Tank at the factory.
  - 5.1.1 If the customer purchases the spill deflector after the initial Accubatch purchase, the spill deflector will be shipped to the customer in three pieces. Two pieces will mount on each end of the Salt Hopper and one piece will mount along the long side of the Salt Hopper, directly adjacent to the Brine Tank. Assembly instruction will be included as will all required mounting hardware(bolts, nuts and washers).
  - 5.1.2 The dimensions of the Salt Hopper including the optional spill deflector is 109" L x 35" D x 81" H.
- 5.2 All parts listed on supplied parts list can be purchased as needed. Contact your local Cargill Deicing Technology Sales Representative.

#### **6. Documentation**



6.1 Each machine will be supplied with a CD containing electronic files of the following: Operators Manual, Parts List, Warranty Terms, Warranty Claim Form, Warranty Claim Instructions, Warranty Registration Form, RMA Form, and Conductivity Analyzer Instruction Manual