

VILLAGE OF LONG GROVE

ORDINANCE NO. 2020-O-___

**AN ORDINANCE APPROVING A TEMPORARY USE FOR A
DOG DAYCARE, BOARDING, GROOMING, AND TRAINING FACILITY
(2727 IL Route 53)**

Adopted by the
President and Board of Trustees
of
the Village of Long Grove
this ___th day of December, 2020

Published in pamphlet form by direction
and authority of the Village of Long Grove,
Lake County, Illinois
this ___th day of December, 2020

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AN ORDINANCE APPROVING A TEMPORARY USE FOR A
DOG DAYCARE, BOARDING, GROOMING, AND TRAINING FACILITY
(2727 IL Route 53)

WHEREAS, Pinnacle Capital 2727 LLC (“**Owner**”) is the record owner of the property located at 2727 IL Route 53 (“**Property**”) within the corporate limits of the Village of Long Grove (the “**Village**”), which Property is legally described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, the Property is located in the HR Highway Retail District under the Long Grove Zoning Code (“**Zoning Code**”); and

WHEREAS, Section 5-9-3(D)(4)(b) of the Zoning Code authorizes certain properties in the HR District to be used for specified temporary uses, for a term of up to five years, subject to approval by the Village Board and certain standards and limitations; and

WHEREAS, pursuant to Ordinance Nos. 2017-O-3, 2018-O-15, and 2019-O-08 (collectively, the “**Initial Temporary Use Ordinance**”), the Village Board of Trustees (the “**Village Board**”) previously approved certain temporary uses upon portions of the Property; and

WHEREAS, at the time of application for the Initial Temporary Use Ordinance, the Property was vacant and unused, although a portion of the Property was improved with a commercial building and related structures formerly associated with the Geimer greenhouse business; and

WHEREAS, the Initial Temporary Use Ordinance found that the Property itself met the standards required for issuing a temporary use permit under Section 5-9-3(D)(4)(b) of the Zoning Code, but the Initial Temporary Use Ordinance only provided for the use of a portion of the Property; and

WHEREAS, Kamp K-9 LLC, an Illinois limited liability company (the “**Tenant**”), now desires to utilize a currently vacant and unused portion of the Property for operation of a dog

daycare, overnight boarding, grooming, and training facility in conformity with Section 5-9-3(D)(4)(b)(8) of the Zoning Code (the “**Proposed Use**”); and

WHEREAS, the Owner and Tenant have applied to the Village for approval to operate the Proposed Use on the Property on a temporary basis (“**Requested Approval**”); and

WHEREAS, based on the findings in the Initial Temporary Use Ordinance and the consistency of the Proposed Use with Section 5-9-3(D)(4)(b)(8) of the Zoning Code, the Village Board hereby finds and determines that operation of the Proposed Use on the Property, subject to the terms and conditions of this Ordinance: (i) will comply with Section 5-9-3(D)(4) of the Zoning Code; (ii) will be adequately accommodated on the Property in light of its size, configuration, and existing buildings, uses, and other improvements; (iii) will be adequately served by existing parking and traffic access; and (iv) will not have a significant adverse impact on other properties, natural resources, or the public health, safety, or welfare; and

WHEREAS, the President and Board of Trustees have considered the materials submitted by the Owner and, being fully advised in the premises, have determined that it is in the best interests of the Village and its residents to grant the Owner the Requested Approval, subject to the terms and conditions of this Ordinance as hereinafter set forth;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LONG GROVE, COUNTY OF LAKE, STATE OF ILLINOIS,
as follows:

SECTION ONE. **Recitals.** The foregoing recitals are hereby incorporated into and made a part of this Ordinance as if fully set forth herein.

SECTION TWO. **Temporary Use Approval.** Pursuant to Section 5-9-3(D)(4) of the Zoning Code, and subject to the limitations therein and the conditions set forth in this Ordinance, the Village Board hereby approves the Proposed Use (being a dog daycare, overnight boarding, grooming, and training facility) as a temporary use on the Property for a period not to extend

beyond December 31, 2023 (the “**Temporary Use Expiration Date**”), subject to the conditions set forth in Section Three.

SECTION THREE. Conditions on Approval. The temporary use approval granted pursuant to Section Two of this Ordinance shall be, and is hereby, conditioned upon and limited by the following conditions, the violation of any of which shall, in the reasonable discretion of the President and Board of Trustees, be grounds for the repeal and revocation of the temporary use approval without notice or hearing:

- A. No Authorization of Work. This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

- B. Plans. The Owner and Tenant propose to operate and maintain the Proposed Use in substantial conformity with the updated site plan and floor plans attached hereto as **Exhibit B** (the “**Plans**”). Prior to obtaining any permits for new improvements on the Property or commencing operation of the Proposed Use, the Owner shall submit a final site plan, floor plan, and such additional plans as the Village Manager, in consultation with the Village Engineer, deem necessary including, but not limited to, building elevations, exterior lighting plan, stormwater drainage and management plan, landscaping plan, building and engineering plans including appropriate fencing and screening for the areas generally depicted as “Outdoor Exercise Area” and “Outdoor Run” on the Plans (the “**Outdoor Facilities**”), and building and engineering plans for any other proposed new improvements (collectively, the “**Final Plans**”). The Final Plans may include minor modifications to the Plans to address site conditions, regulatory compliance, or adjustments to the building’s interior floor plan and design that do not increase the total number of dog “crates,” “kennels,” and “suites” as depicted on the Plans by more than **[10%]**. The Village Manager, in consultation with the Village Engineer, shall be authorized to approve the Final Plans if he or she determines that such Final Plans substantially conform to the Plans and demonstrate compliance with all applicable Village ordinances and other laws, including this Ordinance and Section 5-9-3(D)(4) of the Zoning Code. In all other circumstances, the Final Plans shall be subject to review and approval by the Village Board, in its sole discretion.

- C. Changes to Final Floor Plan. Upon request of the Owner or Tenant during the term of the Temporary Use, the Village Manager, in consultation with the Village Engineer, may from time to time approve changes to the interior floor plan approved as part of the Final Plans, provided that such changes do not materially alter the nature or intensity of the Proposed Use, do not increase the total number of “crates,” “kennels,” and “suites” authorized by the Final Plans

by more than **[10%]**; and demonstrate compliance with all applicable Village ordinances and other laws, including this Ordinance and Section 5-9-3(D)(4) of the Zoning Code.

- D. Indoor Use. Except as provided herein, the Proposed Use shall be conducted entirely within the fully enclosed building on the Property and, specifically, within the tenant space labeled as “Unit C” on the Plans (the “**Building**”). Outdoor accessory uses shall be permitted only as expressly authorized by this Ordinance.
- E. Outdoor Uses; Limitations. Subject to the conditions and limitations herein, the Owner and Tenant shall be authorized to use the Outdoor Facilities in connection with the Proposed Use; provided, however, that such use of the Outdoor Facilities shall be limited to training, exercise, dog relief, and similar activities that are accessory to the principal use of the Building. Dogs must be directly supervised at all times while using the Outdoor Facilities. The Outdoor Facilities may not include any kennels, crates, suites, or overnight boarding accommodations. The Outdoor Facilities shall be enclosed with appropriate fencing and sufficiently screened in accordance with the Final Plans.
- F. Licensing; Animal Care and Welfare. Prior to commencing the Proposed Use, Tenant must obtain all permits and licenses required by applicable law, including licensure by the Illinois Department of Agriculture in accordance with the Animal Welfare Act, 225 ILCS 605/1 *et seq.* The Proposed Use shall be operated in compliance with all license or permit terms and conditions and all applicable animal health and welfare laws, ordinances, and regulations. Animals shall be kept in a safe, clean, and healthy environment at all times, adequately monitored for safety and well-being, and given proper care and treatment including providing adequate food and water supply, airflow, temperature regulation, and cleaning/sanitation.
- G. Term. The approvals granted by this Ordinance shall expire on the Temporary Use Expiration Date, unless sooner terminated or revoked as provided herein, provided, however, that nothing in this Ordinance shall prevent the Owner or Tenant from applying for a renewal or extension of such approvals prior to their expiration. Any request for renewal or extension may be approved by the Village Board, in its sole discretion and without further notice or hearing, provide that such extension is authorized by the Zoning Code. Nothing in this ordinance or in the Initial Temporary Use Ordinance shall be deemed to create any vested rights to temporary uses on the Property.
- H. Compliance with Laws. The Proposed Use shall be operated in accordance with all applicable federal, state, and local laws, codes, ordinances, and regulations, including but not limited to the terms and provisions of this Ordinance and the Village Code.
- I. Termination. If the Owner or Tenant terminates, abandons, or discontinues the Proposed Use on the Property for more than six consecutive months irrespective of intent (unless otherwise authorized by resolution of the Village Board), then the temporary use approval granted by this Ordinance shall immediately terminate.

- J. Fees and Costs. The Owner shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the Zoning Code. In addition, the Owner shall reimburse the Village for all of its costs (including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the Village shall have the right to foreclose such lien in the name of the Village as in the case of foreclosure of liens against real estate.
- K. Binding Effect. The rights and obligations set forth in this Ordinance shall be binding on the Owner and Tenant and any and all of their heirs, successors, and assigns to all or any portion of the Property. To the extent that a successor becomes bound to the obligation created herein pursuant to a transferee assumption agreement acceptable to the Village, and such successor demonstrates to the Village that it has the financial viability to meet the obligations herein, the Owner or Tenant shall be released from its obligations under this Ordinance to the extent of the transferee's assumption of such liability. The failure of the Owner or Tenant to provide the Village with an enforceable transferee assumption agreement as herein provided shall result in the Owner or Tenant remaining fully liable for all of its obligations under this Ordinance but shall not relieve the transferee of its liability for all such obligations as a successor to Owner or Tenant.

SECTION FOUR: **Effective Date.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall be of no force or effect unless and until the Owner and Tenant have caused duly authorized persons to execute and thereafter file with the Village the unconditional agreement and consent in the form attached hereto as Exhibit C and by this reference incorporated herein and made a part hereof; provided further that, if the Owner and Tenant do not so file their unconditional agreement and consent within 60 days following the passage of this Ordinance, the Village Board may, in its discretion and without public notice or hearing, deem such failure as a withdrawal of the application, and repeal this Ordinance and thereby revoke the temporary use approval and any other approvals granted in this Ordinance.

PASSED this _____ day of December, 2020.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of December, 2020.

Village President

ATTEST:

Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B

PLANS

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

Pursuant to Section Four of Long Grove Ordinance No. 2020-O-____, and to induce the Village of Long Grove to grant the approvals provided for in such Ordinance, the undersigned acknowledges for itself and its successors and assigns in interest to the Property that the undersigneds:

1. have read and understand all of the terms and provisions of said Ordinance No. 2020-O-____;
2. hereby unconditionally agree to accept, consent to, and abide by all of the terms, conditions, restrictions, and provisions of this Ordinance, the Zoning Code, and all other applicable codes, ordinances, rules, and regulations;
3. acknowledge and agree that the Village is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's issuance of any permits or approvals for use of the Property, and that the Village's issuance of any permit or approval does not, and shall not, in any way, be deemed to insure the Owner or Tenant against damage or injury of any kind and at any time;
4. acknowledge that any public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any revocation on the grounds of any procedural infirmity or any denial of any procedural right;
5. agree to and do hereby hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of these parties in connection with the Village's adoption of the Ordinance granting the approvals to the Owner and Tenant pursuant to the Ordinance, and to reimburse the Village for any costs and expenses incurred in connection with such claims (including reasonable attorneys' fees); and
6. represent and acknowledge that the persons signing this Unconditional Agreement and Consent are duly authorized to do so on behalf of the Owner and Tenant.

PINNACLE CAPITAL 2727 LLC

By: _____

Its: _____

KAMP K-9 LLC

By: _____

Its: _____

