

AGENDA FOR THE BOARD OF TRUSTEES

Monday, July 2, 2018, 7:30 P.M.

Call to Order
Roll Call
Pledge of Allegiance – Family Days Commission
Departmental Objectives Report - Administration
Minutes of Previous Meeting
Treasurer’s Report
Bills and Payroll
Public Comment

REPORTS

- 18-75 Report and Recommendation of Staff re: Small Cell Wireless Facilities
- 18-76 Report of Staff re: Oak and Elm Tree Trimming and Pruning Seasonal Regulations

CONSENT AGENDA

- 18-59-2 Ordinance Amending Chapter 3 of the Municipal Code of the Village of Deerfield Increasing the Number of Class C Liquor Licenses by One to Seven for City Barbeque at 365 Lake Cook Road – 2R
- 18-62-1 Ordinance Authorizing an Additional 11.5 sq. ft. Sign Face Area to for a Second Sign for the North Suburban Church at 200 Lake Cook Road - 1R
- 18-63-1 Ordinance Authorizing Relief from Deerfield Zoning Ordinance for a Corner Side Yard Setback Lower than the Minimum 15 Feet Required at 1055 Hazel Ave. - 1R

OLD BUSINESS

- 18-38-5 Ordinance Authorizing an Amendment to a Planned Unit Development (PUD) to Permit A New Parking Structure at 1717 Deerfield Road – 2R
- 18-77 Resolution Approving a Development Agreement for 1717 Deerfield Road

NEW BUSINESS

- 18-70 Concurrence with the Award of Contractual Work at Mitchell Park
- 18-71 Resolution Authorizing Membership and Participation in the Northeastern Illinois Public Safety Training Academy (NIPSTA)
- 18-72 Authorization to Execute an Intergovernmental Agreement with the Illinois State Toll Highway Authority (Emergency Backup Water Connection)
- 18-73 Authorization to Execute an Intergovernmental Agreement with the Village of Northbrook (Emergency Backup Water Connection)
- 18-74 Authorization to Award Contract for Water System Operator Assistance

Items for discussion by Mayor and Board of Trustees
Reports of the Village Manager
Adjournment



VILLAGE OF DEERFIELD

DATE: June 26, 2018
TO: Mayor and Board of Trustees
CC: Kent Street, Village Manager
FROM: Andrew Lichterman, Assistant Village Manager
Matt Weiss, Computer Systems Coordinator
SUBJECT: Administration Department 6 Month Report

Purpose

This memo outlines the major projects and tasks undertaken by the Administration Department in the last 6 months. Administration includes seven positions – Village Manager, Assistant Village Manager, Management Analyst, Communications Specialist, IT Systems Coordinator, IT Systems Specialist and IT Systems Technician.

Personnel in the Village Manager’s Office serve to join the legislative branch of the Village to its operating departments. As provided by ordinance, the Village Manager advises the Mayor and Board of Trustees on policy decisions and acts as Chief Administrative Officer, supervising the activities of all department heads and directing the day-to-day operations of the Village. The Village Manager is also appointed Village Clerk by the Mayor and Board of Trustees.

Village Manager’s Office

In addition to supporting the Mayor, Village Board, Village Attorney, Boards and Commissions and Departments, the Village Manager’s Office undertook a number of significant projects over the past 6 months. They include:

1. Worked in conjunction with Mayor Rosenthal and the Village Attorney to prepare an amendment to the Village’s Safe Storage and Transportation of Assault Weapons Ordinance to include a prohibition on assault weapons and large capacity magazines. Staff prepared press releases and responded to a significant number inquiries following the passage of this amendment, as the topic received national coverage.
2. A selection committee comprised of staff members, elected and appointed officials issued a Request for Qualifications (RFQ) soliciting Village legal services on January 22, 2018. Eleven qualified responses were received. The selection committee held two rounds of interviews and then the final candidates were interviewed by the Village Board. At the April 16, 2018, Board meeting Mayor Rosenthal, with the advice and consent of the Village Board of Trustees, appointed Steve Elrod of the law firm Holland

& Knight as Village Attorney – Corporation Counsel effective May 1, 2018. Staff worked closely with Village Attorney Elrod during the onboarding process to ensure there was a smooth transition to the new firm.

3. Recruited and hired several key positions due to mainly due to attrition. Staff worked closely with several departments to recruit and hire an IT Systems Technician, Planning and Design Specialist, and a Payroll and Benefits Specialist. Staff is currently in hiring process for the Fiscal Clerk position. Staff celebrated the long careers of former Director of Public Works and Engineering, Barbara Little; Planner Jean Spagnoli; and, Director of Social Services Gerald Zachar. Following Ms. Little's retirement, Village Manager Street has appointed Deputy Director of Public Works and Engineering Robert Phillips as Acting Director of the department. Additionally, staff has continued the Summer Research Assistant Program and has a college student volunteering time over the next few months to help research various policy issues.
4. Led collective bargaining negotiations with the International Union of Operation Engineers Local 150 and achieved a new 4-year contract term. These efforts were completed in collaboration with the Village Labor Attorney, Finance Department and Public Works Administration. The contract is retroactive to January 1, 2018 and allows the Village to increase employee health insurance premium contributions to 20% and raise deductibles by 50% before the end of the contract term. The Agreement was ratified by the Village Board on June 18.
5. Since January 1, 2018, the Manager's Office distributed 4 issues of D-tales and sent out 19 e-blasts of general interest to Deerfield residents and businesses. During the same time period, staff also distributed 7 press releases and completed 25 Board distribution packets. Staff regularly makes updates to the Village's website and government cable channel. Staff also maintains Village social media accounts on Facebook, Twitter, Nextdoor and Instagram reaching up to 18,000 users. To continue a steady and comprehensive flow of communications, staff has formed a Strategic Communications Group comprised of a representative from each department that meets weekly. In conjunction, a social media report is created weekly and distributed to the Board.
6. Since January 1, 2018, the Village Manger's Office responded to 41 FOIA requests related to general government inquiries. The Village Manager's Office processed 20 Ordinances, 9 Resolutions and 77 agenda items. Staff also approved 2 raffle licenses, 41 solicitation permits, and 2 commercial filming permits. Staff worked with Bartaco, Taco Vida and City Barbeque on new liquor licenses and issued 2 temporary liquor licenses for events at the Hellenic American Academy. Staff also registered 34 new individuals for the Senior/Disabled Taxi Program and has issued 8,150 tickets to date.
7. Spearheaded by Mayor Rosenthal, staff managed the preparation and planning for the Deerfield Area Historical Society Jubilee, which was cancelled due to rain. The community group behind the Jubilee decided to set Sunday, September 30, as the new date for the event to further the goals of the event, which are to promote Deerfield

history, build awareness of the DAHS, and raise funds for improvements to the Historic Village. The rescheduled event will again include tours of the Historic Village, antique appraisals, historic games and activities and food service. This event is a partnership with the Village, Historical Society, School District 109, West Deerfield Township, Library and Park District.

8. Also, spearheaded by Mayor Rosenthal, staff supported “Give Where You Live Deerfield – Martin Luther King Jr. Day”. This was a day of service to benefit the homeless and cancer patients. 350 volunteers donated their time making no sew fleece blankets, bags of toiletries, sock bundles and cards for care packages. Food, clothing, monetary donations and more were collected and distributed to the West Deerfield Food Pantry, PADS and local cancer centers.
9. Continued to pursue several economic development initiatives, many of which in partnership with the DBR Chamber of Commerce, including understanding and supporting the needs of Walgreen Co. and Caterpillar Inc. global headquarters. In cooperation with the DBR Chamber of Commerce new employee welcome kits were created as a tool to help familiarize our cooperate residents with available services in the area and promote local business-to-business transactions. Staff regularly meets with large property owners and continues to negotiate a public-private partnership around key downtown parcels to promote redevelopment.
10. Continued to monitor the impact analysis of the proposed Hiawatha Service line expansion as the projects continues to evolve. Staff has received confirmation from Metra that the proposed “turn back” track in Deerfield has been removed from the project. WisDOT and IDOT submitted a joint letter to the Village last year, noting that they are reviewing the comments, suggestions and question submitted by the Village on November 14, 2016 and are undertaking additional analyses to further quantify the potential impacts resulting from the increase in *Hiawatha Service*. The analyses is expected to include further evaluation of infrastructure investment projects, construction impacts, and impacts to noise and vibration, air quality, socioeconomics, grade crossings, and threatened and endangered species. Once the additional analyses are complete, an agency coordination webinar and meetings with municipal leaders will be held to present the results of the analyses. The Village remains committed to working with the project team and our fellow stakeholders as the project progresses.
11. Continued the efforts of the Fine Arts Commission to bring more public art to the Village. Last year the Commission installed its first mural on the east wall of the AT&T building. The Commission has received permission from AT&T to install a second mural in that location. The mural art is created by Deerfield High School students under the supervision of DHS Art Teacher Michael Moran. The mural art will change each year. The Commission is also accepting applications for the fifth year of the rotating public art program and for the first time, the program is soliciting a large sculpture piece for display at the corner of northeast corner of Deerfield and Waukegan Roads.

12. Staff is supporting the 2018 Farmers Market season, which runs each Saturday from June 16 through October 13. Staff worked with the Market Manager to process vendor applications, issue payments, review entertainment contracts and publicize market events. Staff also coordinates the Farmers Market Facebook page, which has 256 followers. This year's market features seven new vendors and a new vinyl map at the information booth to help patrons navigate the market.
13. In addition to the Sustainability Commission's continued pursuit of water conservation initiatives, the Commission spent several months reviewing the impact of Coal Tar Sealants on the environment, and partnered with School District 109 to host a variety of energy conservation curriculum activities in the classroom during Earth Week.
14. The Cable and Telecommunications Commission negotiated lease extensions with AT&T for their installation on the monopole at Village Hall as well as with Crown Castle for their antennae location at Lake Cook Road. The Village Board approved both telecommunication lease extensions earlier this year. The Commission also reviewed the topic of small cell wireless facilities. The Commission recommends that the small cell regulations be incorporated into the Village's right-of-way ordinance. This matter will be presented to the Village Board for consideration at an upcoming meeting.
15. The Village's coal tar ban took effect on May 1. Since its approval, staff reached out to 17 companies known to perform driveway sealing in the area to educate them about the ban and new license requirement. Staff shared the information with schools and partnered with the DBR Chamber of Commerce to educate local businesses and property owners about the ban. Additionally, staff has included information on the website, in D-Tales and in water bills. Currently, 7 pavement sealant professionals are licensed to operate in the Village.
16. On March 30, staff held an Open House for local area plumbers to inform them about illegal sump pump connections and the Village's desire to form a partnership around the 20% rebate program available to residents for a limited time only. Over a dozen plumbers attended the open house and received informational hand outs and certificates of compliance that they can complete certificating illegal connections have been remedied. The program will continue to be promoted to homeowners through various communication methods.
17. On May 7, 2018, the Village Board approved an ordinance regulating massage establishments. The regulation of massage establishments has become a matter of growing importance affecting the public health, morals and welfare of the residents of the Village including, but not limited to, the prevention of such establishments from being used for the purposes of prostitution and the spread of disease through unsanitary practices and facilities. Staff has created a list of Frequently Asked Questions, and a license application form that is being sent to potential massage establishments. Staff will continue to work with these establishments over the next few months to ensure they are appropriately licensed.

Information Technology Division

18. Created and released a Request for Proposals (RFP) on May 31 for replacement of the physical access control system at the Police Department. Bids are due on July 2 and a report and recommendation on this matter will be presented to the Village Board on July 16.
19. Hired and brought a new IT Systems Technician onto the Village's IT team.
20. Configured and implemented the technical requirements for the processing of LUCA census project data.
21. Managed the emergency project of replacing the underground fiber link between Village Hall and Public Works in response to the physical failure of that data line.
22. Upgraded, configured, and implemented six replacement network routers.
23. Completed configuration and deployment of new police squad car laptops for Deerfield, Bannockburn, and Riverwoods.
24. Implemented a platform to monitor Village computers for outdated/vulnerable software application versions and deploy software patches to them.
25. Implemented ten-gigabit network switches in the Village's primary data center to increase network performance and redundancy.
26. Processed 1,331 work orders since January 1, 2018. A detailed breakdown of work orders by location and type are enclosed with this report.

Assistant Village Manager Andrew Lichterman will be at the July 2 Board meeting to present the report and answer questions.

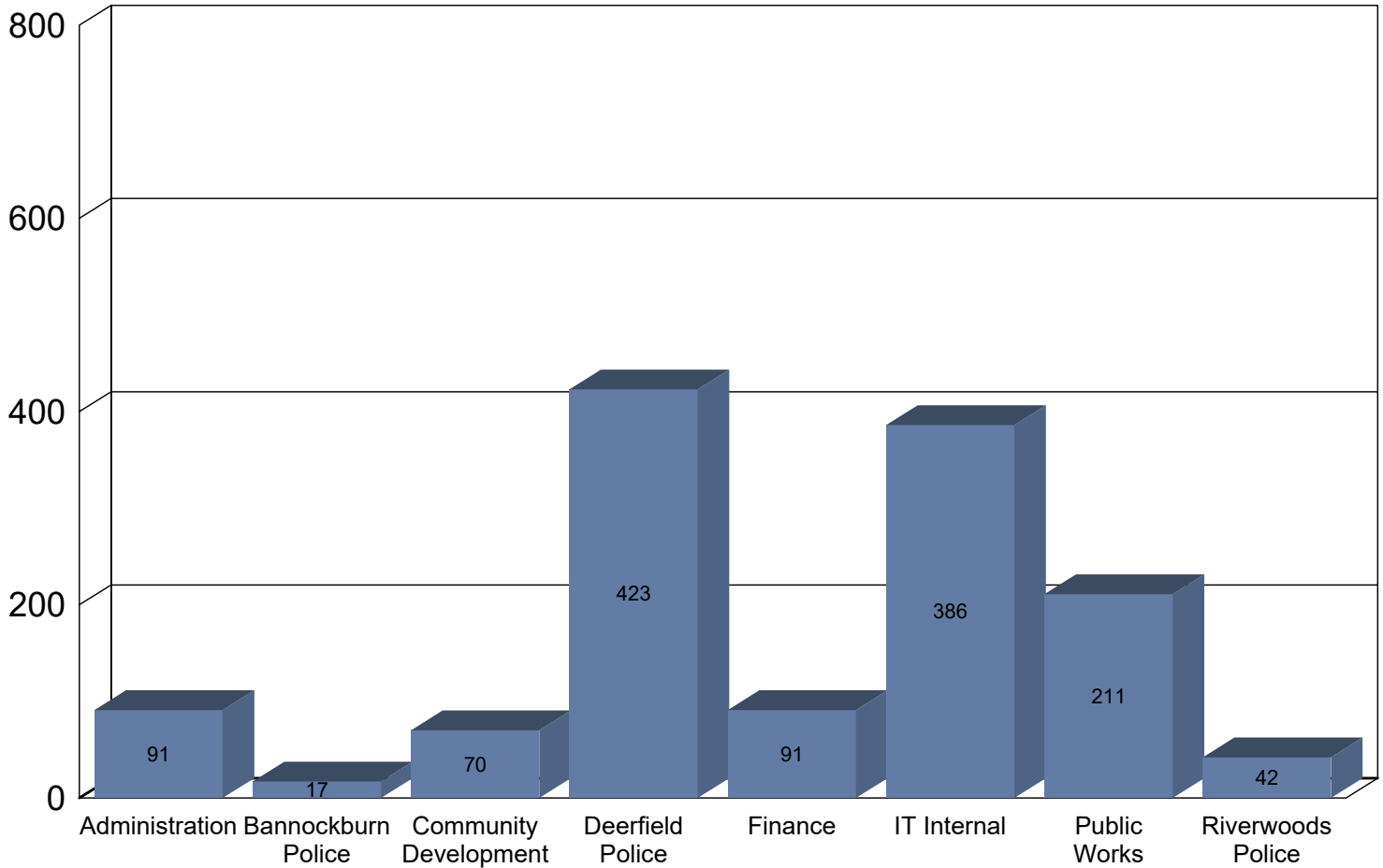
IT Help Desk Work Orders By Location

Start Date: 01/01/2018

End Date: 06/26/2018

Report Generated: 6/26/2018 11:20:51PM

Total Work Orders: 1,331



Number of Work Orders By Location:

Administration	-	91
Bannockburn Police	-	17
Community Development	-	70
Deerfield Police	-	423
Finance	-	91
IT Internal	-	386
Public Works	-	211
Riverwoods Police	-	42

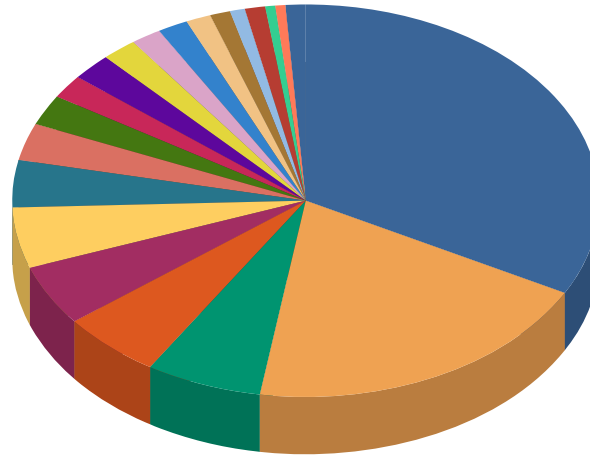
IT Help Desk Work Orders By Type

Start Date: 01/01/2018

End Date: 06/26/2018

Report Generated: 6/26/2018 11:22:33PM

Total Work Orders: 1,331



IT Internal	438	32.9%
General Computer Problems	259	19.5%
Security	85	6.4%
Print/Copy/Scan/Fax	76	5.7%
Phone / Voicemail	68	5.1%
Email	66	5.0%
Install/Upgrade Software	51	3.8%
File/Folder Management	42	3.2%
Borrow / Set-Up Equipment	30	2.3%
Other	29	2.2%
Passwords	29	2.2%
Internet	24	1.8%
Telecom Utilities	23	1.7%
User Account Add/Remove	22	1.7%
2FA /Two-Factor Authentication	20	1.5%
Audio/Visual Equipment	13	1.0%
Provision Equipment	13	1.0%
SCADA	12	0.9%
Purchase Request	9	0.7%
Training	7	0.5%
Others	15	1.1%
Total:	1331	100.0%

June 18, 2018

The regular meeting of the Board of Trustees of the Village of Deerfield was called to order by Mayor Harriet Rosenthal in the Council Chambers of the Village Hall on June 18, 2018, at 7:30 p.m. The clerk called the roll and announced that the following were:

Present: Harriet Rosenthal, Mayor
Robert Benton
Tom Jester
Mary Oppenheim
William Seiden
Dan Shapiro
Barbara Struthers

and that a quorum was present and in attendance. Also present were Village Manager Kent Street and Steven Elrod, Village Attorney.

PLEDGE OF ALLEGIANCE

Acting Director of Public Works and Engineering
Bob Phillips led those in attendance in reciting the

Pledge of Allegiance.

MINUTES OF PREVIOUS MEETING

Trustee Struthers moved to approve the minutes from the June 4, 2018, Board of Trustee meeting.

Trustee Oppenheim seconded the motion. The motion passed unanimously on a voice vote.

BILLS AND PAYROLL

Trustee Seiden moved to approve the Bills and Payroll dated June 18, 2018. Trustee Shapiro

seconded the motion. The motion passed by the following vote:

AYES: Benton, Jester, Oppenheim, Seiden, Shapiro, Struthers (6)

NAYS: None (0)

PUBLIC COMMENT

There was no public comment on non-agenda items.

REPORTS

REPORT AND REVIEW OF THE
COMPREHENSIVE ANNUAL
FINANCIAL REPORT

Finance Director Eric Burk noted the 2017 Comprehensive Annual Financial Report was included in the Board packet, along with some highlights. The Village has new auditors this year.

Joe Lightcap with Baker Tilly noted the Village received the highest opinion from the outside auditors. There were no new accounting standards issued throughout the year. The Village's Finance Department was excellent in providing information during the transition. There were no disagreements with management or the Board. Trustee Jester asked about the \$800,000 in

pension management service charges. He understands the Village is part of the IMRF, which is the largest and best funded State pension. He asked why there are numbers for Deerfield specifically. Mr. Lightcap stated the numbers listed were based on contributions from the Village and benefits paid to former employees. Trustee Jester indicated the Village pays about \$1 million into the Police Pension Fund, as well. Trustee Oppenheim inquired about the shared debt listing included in the audit. Mr. Lightcap noted this is not just a listing of Village-issued debts, but rather the overall debt tax obligation from all taxing bodies serving all or portions of the Village.

Trustee Seiden moved to accept the report. Trustee Oppenheim seconded the motion. The motion passed by the following vote:

AYES: Benton, Jester, Oppenheim, Seiden, Shapiro, Struthers (6)

NAYS: None (0)

REPORT AND RECOMMENDATION OF THE BOARD OF ZONING APPEALS RE: REQUEST FOR AN ADDITIONAL 11.5 SQUARE FOOT SIGN FACE AREA FOR A SECOND SIGN FOR THE NORTH SUBURBAN CHURCH AT 200 <u>LAKE COOK ROAD</u>	The Board of Zoning Appeals held a Public Hearing on May 15, 2018, to consider the request of the North Suburban Church at 200 Lake Cook Road for an additional 11.5-square-foot in sign face area. The new, larger sign would be 35.5 square feet in lieu of the maximum 24 square foot sign. The purpose of the sign would be to provide identification for a second congregation that uses the building. The Board of Zoning Appeals voted 6-0 to recommend approval.
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Trustee Jester moved to accept the report and recommendation of the Board of Zoning Appeals regarding the request for a second sign for the North Suburban Church. Trustee Oppenheim seconded the motion. The motion passed by the following vote:

AYES: Benton, Jester, Oppenheim, Seiden, Shapiro, Struthers (6)

NAYS: None (0)

REPORT AND RECOMMENDATION OF THE BOARD OF ZONING APPEALS RE: REQUEST OF MR. MARK C. JACOBSON, 1055 HAZEL AVENUE FOR RELIEF FROM THE DEERFIELD ZONING ORDINANCE FOR A CORNER YARD SIDE YARD SETBACK LOWER THAN THE MINIMUM 15 FEET <u>REQUIRED</u>	The Board of Zoning Appeals held a Public Hearing on May 15, 2018, to consider the request of Mr. Mark C. Jacobson, 1055 Hazel Avenue for relief from the Deerfield Zoning Ordinance to permit the construction of a 1-story attached garage to the existing structure, encroaching 11 feet into the minimum required 15 feet. The Board of Zoning Appeals voted 4-2 to recommend approval.
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Trustee Oppenheim inquired what the actual setback would be. Mr. Jacobson stated the proposed garage would be even with the existing garage. Trustee Struthers indicated the garage would be within nearly five feet of the sidewalk.

Ch. Speckmann noted the garage became a non-conforming structure when the Ordinance changed. Due to the angle of the property, the setback would be in excess of 6 feet.

Trustee Shapiro moved to approve the report and recommendation of the Board of Zoning Appeals regarding the request of Mark C. Jacobson at 1055 Hazel Avenue. Trustee Benton seconded the motion. The motion passed by the following vote:

AYES: Benton, Jester, Oppenheim, Seiden, Shapiro, Struthers (6)

NAYS: None (0)

REPORT AND RECOMMENDATION OF THE PLAN COMMISSION RE: REQUEST FOR A RESIDENTIAL PLANNED UNIT DEVELOPMENT (PUD) WITH THE NECESSARY EXCEPTIONS; A REZONING OF 658, 662 AND 702 ELM STREET FROM R-4 SINGLE AND TWO-FAMILY RESIDENTIAL TO R-5 GENERAL RESIDENTIAL DISTRICT; A TEXT AMENDMENT TO ALLOW A PUD OF LESS THAN ONE ACRE IN SIZE; A RESUBDIVISION OF THE 702, 662 AND 658 ELM STREET PROPERTIES; AND AN AMENDMENT TO THE COMPREHENSIVE PLAN TO ALLOW THE REDEVELOPMENT OF 658, 662 AND 702 ELM STREET PROPERTIES WITH SEVEN TOWNHOMES

The Plan Commission held a Public Hearing on May 24, 2018, to consider the request for a Planned Unit Development (PUD) with the necessary exceptions including a rezoning of 658, 662 and 702 Elm Street from R-4 single and two-family residential to R-5 general residential district; a Text Amendment to allow a PUD of less than one acre in size; a resubdivision of the 702, 662 and 658 properties and an Amendment to the Comprehensive Plan to allow the redevelopment of the 658, 662 and 702 Elm Street properties with seven townhomes.

Attorney Bernie Citron on behalf of 1218 Partners noted this is his second time appearing in front of the Board. After the Plan Commission's extensive review and negative vote for an eight-unit development, they revised their plans and proposed a seven-unit development. They are trying to provide a type of housing that would allow

existing residents to right size their housing needs while being able to stay in Deerfield. There will be an HOA with these townhomes. He believes this site is appropriate for this type of development. There are three houses that need to be completely rehabilitated or torn down and rebuilt. The new townhomes will not be in competition with the other housing projects in the Village. Mr. Citron noted the neighbors expressed concern that the residents of this development would be transient. He does not believe this will be the case. In addition, they are solving the water issue for the neighbors by creating an oversized detention area. This development will not have a negative impact.

Trustee Struthers indicated the removal of 18 trees may affect the drainage. The replacement trees are small and will not catch the water the same way mature trees would. She questioned whether all the trees needed to be removed. Mr. Citron stated they tried to save more trees, but some of the trees are not healthy. Overall, they are improving the drainage. Trustee Oppenheim noted the existing trees are not helping the drainage issue now. She likes the stepped approach in the front of the townhomes. The detention area will also have a drain outlet that will go to the

storm sewer. Mr. Citron agreed. Trustee Oppenheim believes the water management was done very sensitively. She noted this development will be one of the first things people coming to Deerfield on the train will see.

Trustee Struthers likes the drainage plan but does not like the setback or zoning variation requests. People have their right to have their zoning protected. Mr. Citron stated the sideyard setback variation is required because they are asking for a PUD rather than keeping the R-4 zoning. Trustee Oppenheim noted the setbacks on the adjacent properties are only 10 feet.

Susan Beyer, 661 Chestnut, is a 20-year resident. She believes this project is too dense. She would not want to see townhomes at the entrance to Deerfield. The trees are important to the neighborhood. The water is an issue. She does not think this sends the right message for the entrance to Deerfield. This is not the project that was originally submitted.

Mayor Rosenthal stated every project is considered on its own merits.

Trustee Seiden believes that residents that moved into the houses have a pseudo contract with the Village regarding zoning requirements. When a developer comes in, they come in to develop more houses and make money. The residents also have a right; their right is to preserve what they had in the past. In this case, they have a right for a neighborhood zoned R4. He does not want to develop townhomes that may not be desirable.

Trustee Shapiro considers each matter on its own merits. With a PUD, there are more regulations. This is less intense than Taylor Junction. If looking between R1 and R5, it is dramatic. R4 to R5 is not that dramatic. Trustee Benton noted that when he joined the Plan Commission, they were concerned about the residents that wanted to stay in Deerfield but lived in a home that was not too large for them. It is important to present a variety of housing that meets the needs of residents as their housing needs change.

Trustee Struthers does not think the idea of putting in small PUDs is the best for the Village. She is not in favor of switching from R4 to R5. Trustee Oppenheim noted if the 3 lots were developed with the current zoning, they could put 6 townhouses there instead of 7. The developer believes the best way to develop the property is as a PUD, which is more restrictive. This is an area on the edge of the downtown that is near other multi-family housing. This will improve the look of the neighborhood.

Trustee Oppenheim moved to accept the report and recommendation of the Plan Commission regarding the request for a PUD. Trustee Jester seconded the motion.

Plan Commission member Al Bromberg noted one of the people who testified before the Plan Commission was the owner of the properties. She is unable to maintain the properties and they are deteriorating.

The motion passed by the following vote:

AYES: Benton, Jester, Oppenheim, Shapiro (4)

NAYS: Seiden, Struthers (2)

REPORT AND RECOMMENDATION
OF STAFF RE: SUMP PUMP
DISCONNECTION PROGRAM
(PERMIT FEES)

Code Enforcement Supervisor Clint Case noted the Village offers a program that helps residents to come into compliance with drainage regulations that reduce inflow and infiltration.

Mr. Case noted the Village offers a program that allows citizens to come into compliance with sump pump regulations that will reduce inflow and infiltration into the sanitary sewer system. The Village is offering a 20 percent rebate. After looking at the permit fees and cost of repairs, he believes there would be more compliance if the permit fees were waived. Any real costs incurred would be passed onto the homeowners. Mr. Case requested the Board authorize the building department to waive fees on this temporary program. Trustee Seiden questioned what would happen to those homeowners that have already complied. Mr. Street indicated it would be made retroactive.

Trustee Seiden moved to accept the report and recommendation of staff regarding the sump pump disconnection program. Trustee Struthers seconded the motion. The motion passed by the following vote:

AYES: Benton, Jester, Oppenheim, Seiden, Shapiro, Struthers (6)

NAYS: None (0)

CONSENT AGENDA

ORDINANCE AMENDING CHAPTER
3 OF THE MUNICIPAL CODE OF THE
VILLAGE OF DEERFIELD INCREASING
THE NUMBER OF CLASS C
LIQUOR LICENSES BY ONE (1) TO
SEVEN (7) FOR CITY BARBEQUE
AT 365 LAKE COOK ROAD – 1R

An Ordinance amending Chapter 3 of the Municipal Code of the Village of Deerfield increasing the number of Class C liquor licenses by one (1) to seven (7) for City Barbeque located at 365 Lake Cook Road. First Reading.

This will stand as a First Reading of the Ordinance.

ORDINANCE O-18-17 AUTHORIZING
AN AMENDMENT TO A CLASS B
SPECIAL USE TO PERMIT THE
RELOCATION OF BEER AND WINE
SALES AND ADD A CLASS A SPECIAL
USE FOR MEDICAL AND
AND LABORATORY FACILITIES IN
THE 780 WAUKEGAN ROAD
WALGREENS STORE

An Ordinance authorizing an amendment to a Class B Special Use to permit the relocation of beer and wine sales and the addition of a Class A Special Use for medical and laboratory facilities in the Walgreens store located at 780 Waukegan Road. First Reading.

Mayor Rosenthal indicated the petitioner requested a waiver of the First Reading of the Ordinance.

Trustee Oppenheim moved to waive the First Reading of the Ordinance. Trustee Shapiro seconded the motion. The motion passed by the following vote:

AYES: Benton, Jester, Oppenheim, Seiden, Shapiro, Struthers (6)

NAYS: None (0)

Trustee Shapiro moved for Second Reading and Adoption of the Ordinance. Trustee Struthers seconded the motion. The motion passed by the following vote:

AYES: Benton, Jester, Oppenheim, Seiden, Shapiro, Struthers (6)

NAYS: None (0)

ORDINANCE O-18-18 AUTHORIZING AN AMENDMENT TO A SIGN PLAN FOR TWO NEW WALL SIGNS FOR ORACLE AT 1405 LAKE COOK ROAD An Ordinance authorizing an Amendment to a sign plan to allow two new wall signs for Oracle located at 1405 Lake Cook Road. Second Reading.

Trustee Benton moved to adopt the Ordinance.

Trustee Struthers seconded the motion.

Trustee Jester asked about the existing building sign that is visible when travelling west. Principal Planner Jeff Ryckaert believes that sign was removed.

The motion passed by the following vote:

AYES: Benton, Jester, Oppenheim, Seiden, Shapiro, Struthers (6)

NAYS: None (0)

RESOLUTION R-18-08 AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF DEERFIELD AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 150 (PUBLIC WORKS) A Rrdinance authorizing a collective bargaining agreement between the Village of Deerfield and the International Union of Operating Engineers Local 150 (Public Works).

Trustee Shapiro moved to adopt the Rrdinance. Trustee Oppenheim seconded the motion. The motion passed by the following vote:

AYES: Benton, Jester, Oppenheim, Seiden, Shapiro, Struthers (6)

NAYS: None (0)

RESOLUTION R-18-09 AUTHORIZING CLOSURE OF A PORTION OF WAUKEGAN ROAD FOR THE FOURTH A Resolution authorizing the closure of a portion of Waukegan Road for the Fourth of July Parade.

OF JULY PARADE

Trustee Seiden moved to accept the Resolution.

Trustee Benton seconded the motion. The motion

passed by the following vote:

AYES: Benton, Jester, Oppenheim, Seiden, Shapiro, Struthers (6)

NAYS: None (0)

OLD BUSINESS

ORDINANCE O-18-21 APPROVING
AMENDMENTS TO CHAPTER 15-87
OF THE MUNICIPAL CODE OF THE
VILLAGE OF DEERFIELD (ASSAULT
WEAPONS AND LARGE CAPACITY
MAGAZINES)

An Ordinance approving amendments to Chapter 15-87 of the Municipal Code of the Village of Deerfield (Assault Weapons and Large Capacity Magazines). Mr. Street noted this is cleaning up some of the language in the Ordinance.

Trustee Struthers moved to waive the First Reading of the Ordinance. Trustee Oppenheim seconded the motion. The motion passed by the following vote:

AYES: Benton, Jester, Oppenheim, Seiden, Shapiro, Struthers (6)

NAYS: None (0)

Trustee Oppenheim moved for Second Reading and Adoption of the Ordinance. Trustee Shapiro seconded the motion. The motion passed by the following vote:

AYES: Benton, Jester, Oppenheim, Seiden, Shapiro, Struthers (6)

NAYS: None (0)

ORDINANCE AUTHORIZING AN
AMENDMENT TO A PLANNED UNIT
DEVELOPMENT (PUD) TO PERMIT
A NEW PARKING STRUCTURE AT
1717 DEERFIELD ROAD – 1R

An Ordinance authorizing an Amendment to a Planned Unit Development (PUD) to permit a new parking structure at 1717 Deerfield Road. First Reading.

Mariah DiGrino with DLA Piper summarized the set of improvements that would happen regardless of whether the new parking structure is built. These improvements include the landscaping obligation. The development agreement will stay with the property. Ms. DiGrino stated in the agreement, there is a minimum number of parking spaces required by the Village. She would like to have a cap to the number of parking spaces that can be built, as they have already exceeded the Village's minimum requirement.

Mr. Elrod clarified that the concept proposed by Ms. DiGrino shows there are certain improvements that will be done no matter what. The petitioner is suggesting another set of improvements that would be conditional to building the garage. The petitioner is in search of a

tenant. If they do not find a tenant, they will not be required to make the second set of improvements.

This will stand as a First Reading of the Ordinance.

NEW BUSINESS

ORDINANCE O-18-21 DECLARING
CERTAIN PUBLIC WORKS AND
POLICE VEHICLES AS SURPLUS
PROPERTY

An Ordinance declaring certain Public Works and Police vehicles as surplus property.

Assistant to the Director of Public Works and Engineering Justin Keenan stated that the Police

Department and Public Works Department have a total of nine vehicles that have reached the end of their useful life and recommends these vehicles be declared as surplus.

Trustee Shapiro moved to waive the First Reading of the Ordinance. Trustee Oppenheim seconded the motion. The motion passed by the following vote:

AYES: Benton, Jester, Oppenheim, Seiden, Shapiro, Struthers (6)

NAYS: None (0)

Trustee Benton moved to adopt the Ordinance. Trustee Struthers seconded the motion. The motion passed by the following vote:

AYES: Benton, Jester, Oppenheim, Seiden, Shapiro, Struthers (6)

NAYS: None (0)

DISCUSSION

RESIDENT REQUEST FOR
CONSIDERATION OF HELMET
ORDINANCE

Village resident Elise Roman asked the Trustees to consider an Ordinance requiring motorcycle riders to wear a helmet. Several states have enacted laws and she would like Deerfield to spearhead the efforts in Illinois. Mayor Rosenthal noted the Trustees would consider the request.

TRUSTEE IN THE TOWN

Trustee Seiden reported Trustee Struthers and Mayor Rosenthal would be at the Farmers Market on Saturday from 9 a.m. to noon to answer questions from residents.

RIBBON CUTTING

Mayor Rosenthal attended a ribbon cutting at KGH, an outpatient facility for people with Autism.

She reported this is an incredible asset to the community.

FARMER'S MARKET

Mayor Rosenthal reported the Farmers Market opened for the season last Saturday. The turnout was wonderful and there are a number of new vendors this year. Trustee Struthers added the Rotary Club has a booth at the Farmers Market for the Rotary Race.

ADJOURNMENT

There being no further business or discussion, Trustee Oppenheim moved to adjourn the meeting. Trustee Jester seconded the motion. The motion passed unanimously. The meeting was adjourned at 9:54 pm.

The next regular Board of Trustees meeting will take place on Monday July 2, 2018, at 7:30 p.m.

APPROVED:

Mayor

ATTEST:

Village Clerk

TREASURER'S REPORT
May 31, 2018

HIGHLIGHT REPORT
May 31, 2018

SALES TAX (non home-rule)*

SALES MONTH	RECEIPT MONTH	2016 ACTUAL	2017 ACTUAL	2018 ACTUAL	% CHANGE PRIOR YR. PERIOD	TOTAL 12 MONTHS RUNNING	% CHANGE ANNUAL TOTALS
						3,522,234	
October	January	278,067	317,680	291,739	-8.2%	3,605,308	2.4%
November	February	315,746	269,189	282,597	5.0%	3,631,778	0.7%
December	March	287,077	313,834	323,037	2.9%	3,598,979	-0.9%
January	April	330,267	254,592	259,595	2.0%	3,569,558	-0.8%
February	May	256,915	248,933	246,919	-0.8%	3,514,107	-1.6%
March	June	248,202	331,276		25.1%	3,671,697	4.5%
April	July	271,834	298,304		8.9%	3,730,267	1.6%
May	August	328,464	295,665		-11.1%	3,704,326	-0.7%
June	September	316,427	287,006		-10.3%	3,717,734	0.4%
July	October	379,610	322,095		-17.9%	3,726,937	0.2%
August	November	269,009	428,663		37.2%	3,731,940	0.1%
September	December	304,460	363,030		16.1%	3,729,926	-0.1%
TOTAL		3,586,078	3,730,267	1,403,887			5.9%
YTD Subtotal		<u>1,468,072</u>	<u>1,404,228</u>	<u>1,403,887</u>			

*net of Walgreen's rebate

MAJOR REVENUE SOURCES

Revenue Items	May	Fiscal YTD	Projected YTD	Variance	FY Budget	Current FY Projection
Sales Tax (non-HR)	332,910	1,841,909	2,166,667	(324,758)	5,200,000	5,200,000
Home Rule Sales Tax	261,981	1,427,896	1,812,500	(384,604)	4,350,000	4,350,000
Water Sales	267,669	1,453,451	1,912,500	(459,049)	4,590,000	4,590,000
Interest*	66,698	294,758	114,917	179,841	275,800	275,800
Sewer Use Charge	184,879	1,002,142	1,271,250	(269,108)	3,051,000	3,051,000
Hotel Tax	117,334	670,050	791,667	(121,617)	1,900,000	1,900,000
Electric Utility Tax	84,213	540,053	520,833	19,220	1,250,000	1,250,000
State Income Tax	257,569	870,171	708,333	161,838	1,700,000	1,700,000
Food & Beverage Tax	42,734	218,483	208,333	10,150	500,000	500,000
Building Permits	89,247	381,618	385,417	(3,799)	925,000	925,000

*All budgeted funds (excluding police pension)

OPERATING FUNDS (GENERAL, WATER, SEWER, GARAGE) SUMMARY

Revenues	3,368,463	11,299,014	12,702,159	(1,403,145)	32,640,028	32,640,028
Expenditures	3,417,107	11,420,717	12,308,969	(888,252)	33,223,025	33,223,025

REVENUES AND EXPENDITURES

Sales tax net of rebate decreased from the prior month, but is consistent with the same period of last year and YTD. YTD Water and sewer billings exceed the prior year, but continue to reflect lower usage months. Hotel tax decreased from last month as one hotel paid after month end. Received the good faith deposit related to 2018 bond issue. Large expenditures for the month include infrastructure project costs, general liability insurance and debt service transfers to the paying agent.

CASH AND INVESTMENTS

As of May 31, 2018, 100% of available cash was invested at an estimated average annualized interest rate of 1.73 compared to an average rate of 1.86% for the 90-day Treasury bill.

CASH POSITION ANALYSIS

May 31, 2018

TOTAL CASH AND INVESTMENTS

	CURRENT MONTH	PRIOR MONTH	CHANGE	EXPLANATION
OPERATING FUNDS				
GENERAL	16,365,538	16,132,652	232,886	Property Tax
ENHANCED 911	1,048,501	967,109	81,392	
WATER	(736,255)	(578,461)	(157,794)	G/L insurance
SEWER	429,407	672,734	(243,327)	G/L insurance, debt service
REFUSE	222,836	289,905	(67,069)	
PARKING LOTS	296,425	273,005	23,420	
GARAGE	(53,125)	(31,813)	(21,312)	G/L insurance
VEH & EQUIP	5,479,826	5,427,943	51,883	
DEBT SERVICE	363,917	378,446	(14,529)	Property tax, debt service
TOTAL ALL OPERATING	<u>23,417,070</u>	<u>23,531,520</u>	<u>(114,450)</u>	
CAPITAL FUNDS				
INFRASTRUCT REPLACE.	6,778,032	6,870,149	(92,117)	
BOND PROCEEDS	120,258	0	120,258	Good faith deposit
MOTOR FUEL TAX	502,614	458,971	43,643	
TOTAL ALL CAPITAL	<u>7,400,904</u>	<u>7,329,120</u>	<u>71,784</u>	
TOTAL CAP. AND OPER.	<u>30,817,974</u>	<u>30,860,640</u>	<u>(42,666)</u>	
OTHER FUNDS				
POLICE PENSION	47,331,969	46,765,481	566,488	Mkt val adj
EAST SHORE RADIO	158,952	160,102	(1,150)	
2011 B SINKING FUND *	4,389,003	4,333,283	55,720	
IMET LIQUIDATING TRUST	590,441	590,441	0	

* Restricted for payment of 2011B bonds in 2028

Village of Deerfield
Expenditure Report - May 31, 2018 - 42% of Year

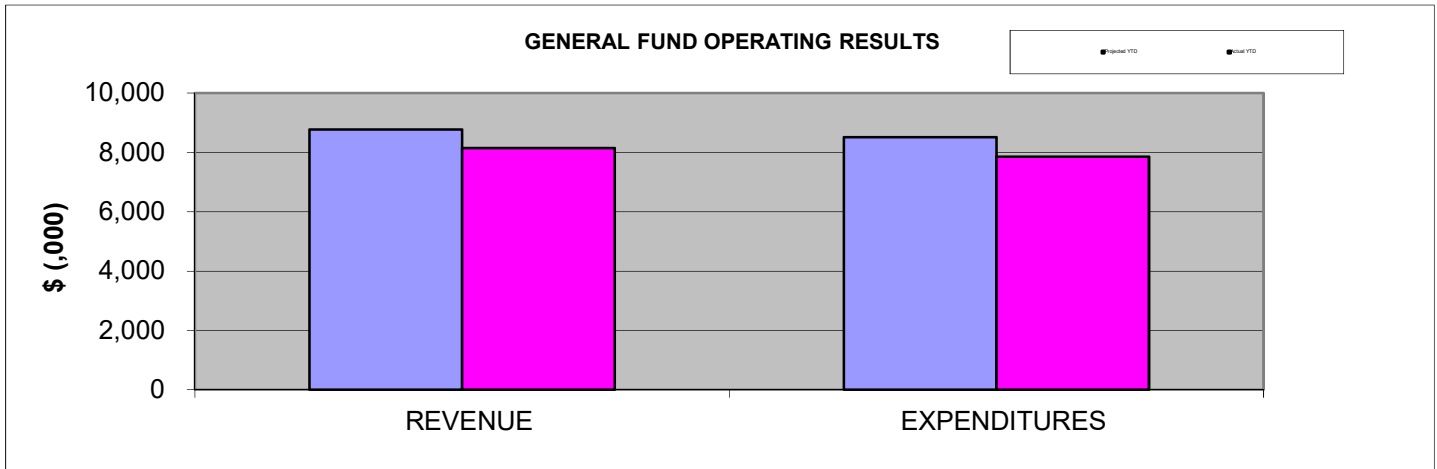
FUND/DEPARTMENT (function)	May Expenditures	Projected Y-T-D	Actual Y-T-D	Variance	Budget 2018	% of Budget	Prior Year %
10 GENERAL FUND							
Finance	410,333	1,849,958	1,455,569	394,389	6,395,882	22.8%	27.0%
Administration	158,307	842,663	725,891	116,772	2,022,391	35.9%	32.4%
Comm. Development	94,187	559,707	489,330	70,377	1,343,296	36.4%	35.7%
Engineering	73,336	367,288	309,540	57,748	881,492	35.1%	38.4%
Street	384,204	1,198,561	1,306,108	(107,547)	2,876,546	45.4%	39.6%
Police	913,519	3,693,616	3,567,303	126,313	9,964,678	35.8%	35.5%
TOTAL GENERAL	2,033,886	8,511,792	7,853,741	658,051	23,484,285	33.4%	32.9%
54 SEWER							
Administration	721,964	770,676	850,894	(80,218)	2,475,138	34.4%	35.8%
Cleaning & Maint.	23,744	154,625	109,070	45,555	371,100	29.4%	35.6%
Construction	31,599	157,917	163,577	(5,660)	379,000	43.2%	37.4%
Treatment Plant	122,127	715,650	666,787	48,863	1,717,560	38.8%	39.3%
TOTAL SEWER	899,434	1,798,868	1,790,328	8,540	4,942,798	36.2%	37.1%
50 WATER							
Administration	183,075	286,413	347,666	(61,253)	687,392	50.6%	55.3%
Main & Hydrant Maint.	61,700	286,958	238,149	48,809	688,700	34.6%	35.9%
Distribution	184,626	1,160,167	881,558	278,609	2,784,400	31.7%	29.7%
Meter Maintenance	9,107	94,542	133,178	(38,636)	226,900	58.7%	60.6%
TOTAL WATER	438,508	1,828,080	1,600,551	227,529	4,387,392	36.5%	35.9%
70 GARAGE	45,279	170,229	176,097	(5,868)	408,550	43.1%	40.0%
TOTAL PUBLIC WORKS	1,767,425	4,995,738	4,873,084	122,654	12,615,286	38.6%	37.4%
17 ENHANCED 9-1-1	23,246	187,263	136,945	50,318	449,432	30.5%	32.0%
58 REFUSE	117,638	628,166	554,581	73,585	1,507,598	36.8%	37.6%
60 PARKING LOT (village)	13,722	56,833	53,590	3,243	136,400	39.3%	42.1%
60 PARKING LOT (combined)	13,811	85,604	51,485	34,119	205,450	25.1%	36.5%
22 INFRAS. REPLACE.	720,184	2,414,381	987,450	1,426,931	5,794,515	17.0%	19.4%
14 MFT	0	0	0	0	0	#DIV/0!	100.0%
80 POLICE PENSION	235,957	1,333,125	1,173,556	159,569	3,199,500	36.7%	41.6%
21 VEH/EQUIP REPLACE.	2,575	257,344	87,104	170,240	617,625	14.1%	29.7%
35/36 DEBT SERVICE	962,688	963,833	963,833	0	4,266,877	22.6%	21.1%

Village of Deerfield
Revenues vs Expenditures
May 31, 2018

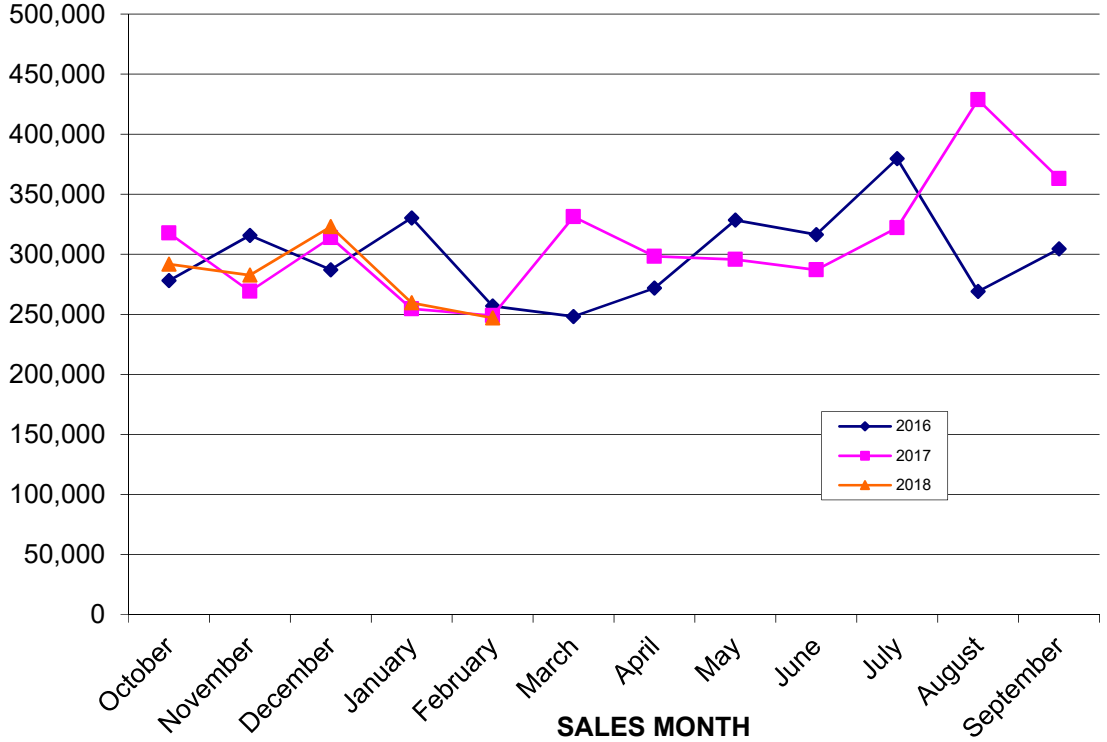
(Amounts x 1,000)

FUND:	2018		2017	
	ACTUAL	PROJECTED	ACTUAL	ACTUAL
	Month	Y-T-D	Y-T-D	Y-T-D
10 GENERAL				
Revenues:				
Property Taxes	669	859	859	298
St Income Tax	258	708	871	637
Sales Tax (non HR)	333	2,167	1,841	2,256
Electricity Tax	84	521	540	524
Telecomm Tax	115	604	567	599
HR Sales Tax	196	1,354	1,070	1,481
Hotel Tax	117	792	669	759
Interest Earnings	25	58	142	54
Fees & Fines	30	126	223	118
Vehicle Licenses	129	131	131	97
Building Permits	89	385	382	516
Other Rev	335	1,064	850	1,141
REVENUE	2,380	8,770	8,145	8,480
EXPENDITURES	2,034	8,512	7,854	8,467
Contribution to				
Fund Balance	346	258	291	
54 SEWER				
REVENUES	688	1,793	1,522	1,513
EXPENDITURES	899	1,799	1,790	1,790
Contribution to				
Fund Balance	(211)	(6)	(268)	
50 WATER				
REVENUES	276	1,971	1,498	1,364
EXPENDITURES	439	1,828	1,601	1,552
Contribution to				
Fund Balance	(163)	143	(103)	
70 GARAGE				
REVENUES	25	169	135	140
EXPENDITURES	45	170	176	162
Contribution to				
Fund Balance	(20)	(1)	(41)	
22 REPLACEMENT				
(Infrastructure)				
REVENUES	139	796	807	2,412
EXPENDITURES	720	2,414	987	2,194
Contribution to				
Fund Balance	(581)	(1,618)	(180)	
14 MFT				
REVENUES	44	197	205	197
EXPENDITURES	0	0	0	494
Contribution to				
Fund Balance	44	197	205	
80 POLICE PENSION				
REVENUES	802	665	680	2,829
EXPENDITURES	236	1,333	1,174	1,179
Contribution to				
Fund Balance	566	(668)	(494)	

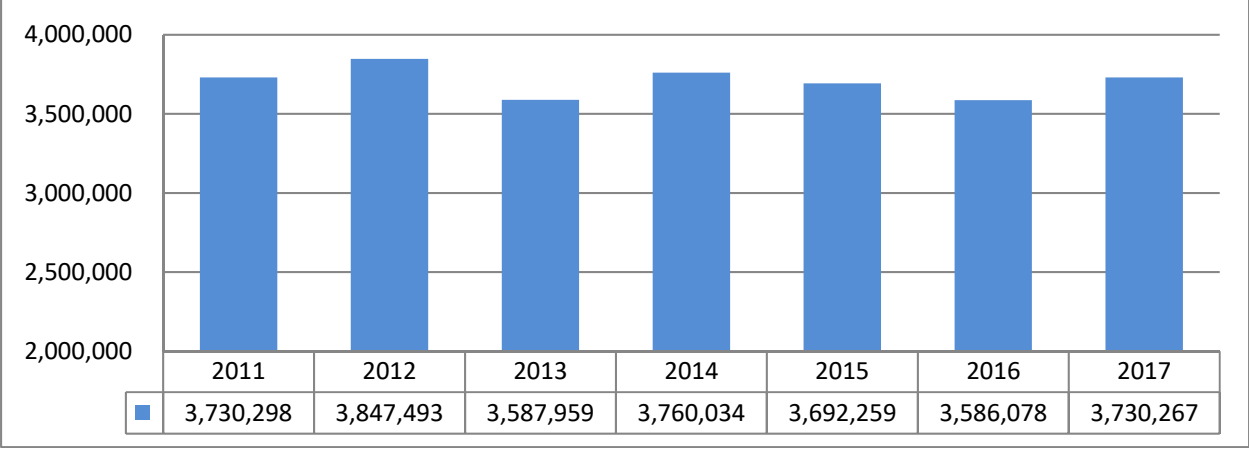
FUND:	ACTUAL Month	2018 PROJECTED Y-T-D	ACTUAL Y-T-D	2017 ACTUAL Y-T-D
58 REFUSE				
REVENUES	46	227	234	227
EXPENDITURES	118	628	555	557
Contribution to Fund Balance	(72)	(401)	(321)	
35/36 DEBT SERVICE				
REVENUES	1,004	231	1,113	663
EXPENDITURES	963	964	964	897
Contribution to Fund Balance	41	(733)	149	
60 PARKING				
REVENUES	50	121	111	106
EXPENDITURES	28	142	105	110
Contribution to Fund Balance	22	(21)	6	
17 ENHANCED 9-1-1				
REVENUES	105	137	216	138
EXPENDITURES	23	187	137	142
Contribution to Fund Balance	82	(50)	79	
21 VEH/EQUIP REPLACE				
REVENUES	74	347	370	330
EXPENDITURES	3	257	87	326
Contribution to Fund Balance	71	90	283	



**SALES TAX RECEIPTS - REGULAR 1%
CALENDAR YEAR BY RECEIPT MONTH**



**SALES TAX RECEIPTS - REGULAR 1%
CALENDAR YEAR RECEIPT MONTH**



**BILLS & PAYROLL
FOR THE
JULY 2, 2018
VILLAGE BOARD MEETING**

July 2, 2018 Board Meeting

Vendor	Invoice #	Description	Org	Obj	Total Invoice
ABOSCH, KENAN	P5090-18	VEHICLE STICKER REFUND	100001	4240	30.00
ADVANCED TREECARE	1488	CLEAR BRIDGE / STORM REMOVAL	102037	5365	350.00
ADVANCED TREECARE	1576	SPRAY TREATMENTS - TREE FUNGICIDE	102037	5365	1,511.00
ADVANCED TREECARE	1607	TREE AND STUMP REMOVAL	102037	5365	<u>400.20</u>
					2,261.20
ALL-TYPES ELEVATORS INC	9829160	ELEVATOR MAINTENANCE	102010	5320	160.00
ALL-TYPES ELEVATORS INC	9829465	ELEVATOR PRESSURE RELIEF TEST	102010	5320	<u>371.00</u>
					531.00
ALUMNI BUILDERS INC	561751/56799/2	532 APPLETREE / DEPOSIT REFUND	910000	2410	500.00
ALVAREZ INC	81161	LANDSCAPE MAINTENANCE - WRF	542052	5320	2,494.28
AMERICAN CHARGE SERVICE	202071	TAXI SUBSIDY/AM CHR9 SRVCS/APR 18	101210	5384	2,780.00
AMERICAN CHARGE SERVICE	202213	TAXI SUBSIDY/AM CHR9 SRVCS/MAY 18	101210	5384	<u>1,450.00</u>
					4,230.00
AMERIGAS	803842549	TANK RENTAL - WRF	542052	5470	30.00
ANDERSON, L PATRICK	P6124/25/26-18	VEHICLE STICKER REFUND	100001	4240	90.00
ANDERSON, NANCY	06182018	EXP REIMB - FARMERS MARKET	101210	5387	318.28
AQUAFIX INC	24669	LIFT STATION DEGREASER - WRF	542052	5422	596.16
AQUAFIX INC	24709	LIFT STATION GREASE BLOCK	542052	5422	596.16
ARTHUR J. GALLAGHER RISK MNGMNT SRVCS INC	2598444	PUBLIC OFFICIALS BOND - TREASURER	101111	5350	250.00
BADE PAPER PRODUCTS INC	18392	PAPER SUPPLIES	101210	5460	264.95
BADE PAPER PRODUCTS INC	18392	PAPER SUPPLIES	101330	5460	75.70
BADE PAPER PRODUCTS INC	18392	PAPER SUPPLIES	102038	5460	113.55
BADE PAPER PRODUCTS INC	18392	PAPER SUPPLIES	106010	5460	<u>302.80</u>
					757.00
BATTERIES PLUS LLC	P2375557	FIRE ALARM BATTERY REPLACEMENT - WRF	542052	5320	374.75
BECKER, GLENN	621138/58561	1413 ROSEWOOD / DEPOSIT REFUND	910000	2423	500.00
BMW PLUMBING INC	90373	PLUMBING REPAIRS	101111	5320	64.00
BMW PLUMBING INC	90373	PLUMBING REPAIRS	106010	5320	<u>129.00</u>
					193.00
BRENDAN'S TOOLS INC	06121849684	SCAN TOOL UPDATE - SHOP	702050	5322	849.16
BRENDAN'S TOOLS INC	06191849870	FLASHLIGHT - #700	542010	5322	<u>149.50</u>
					998.66
BRIAN WISMER ENTERTAINMENT	06232018	FARMERS MARKET PERFORMANCE	101210	5387	350.00
BRIAN WISMER ENTERTAINMENT	07042018	FAMILY DAYS - ENTERTAINMENT	101210	5386	<u>500.00</u>
					850.00
BURGHARDT, PETER AND DENISE	631119/58717	1050 SPRINGFIELD / DEPOSIT REFUND	910000	2423	500.00
CALL ONE	1119314-061518	CALLONE HARDLINE TELECOM: 061518 - 071418	101111	5550	94.06
CALL ONE	1119314-061518	CALLONE HARDLINE TELECOM: 061518 - 071418	101330	5550	47.03
CALL ONE	1119314-061518	CALLONE HARDLINE TELECOM: 061518 - 071418	102010	5550	94.06
CALL ONE	1119314-061518	CALLONE HARDLINE TELECOM: 061518 - 071418	102110	5550	86.14
CALL ONE	1119314-061518	CALLONE HARDLINE TELECOM: 061518 - 071418	106010	5550	94.06
CALL ONE	1119314-061518	CALLONE HARDLINE TELECOM: 061518 - 071418	502010	5550	53.42
CALL ONE	1119314-061518	CALLONE HARDLINE TELECOM: 061518 - 071418	542010	5550	47.03
CALL ONE	1119314-061518	CALLONE HARDLINE TELECOM: 061518 - 071418	542052	5550	159.57
CALL ONE	1119314-061518	CALLONE HARDLINE TELECOM: 061518 - 071418	602019	5550	42.22
CALL ONE	1119314-061518	CALLONE HARDLINE TELECOM: 061518 - 071418	702050	5550	39.11
CALL ONE	1119314-061518	CALLONE HARDLINE TELECOM: 061518 - 071418	930000	2150	<u>683.55</u>
					1,440.25
CAWN, CHARLEYNE	P5668/P5669-18	VEHICLE STICKER REFUND	100001	4240	60.00
CERTIFIED BALANCE & SCALE CORP	23384	ANNUAL CLEANING/CALIBRATION - LAB BAL/O2 METER	542052	5322	286.00
CHICAGO TRIBUNE MEDIA GROUP	CTCM892169	LEGAL NOTICE - PLAN COMM / 702 ELM ST	101330	5336	64.29
CHICAGO TRIBUNE MEDIA GROUP	CTCM901127	LEGAL NOTICE - BZA / ALIGNED MODERN HEALTH	101330	5336	<u>54.69</u>
					118.98
CHRISTOPHER B. BURKE ENGINEERING LTD	143562	WOODVALE AVE/PH I/042918-052618	222082	5362	766.91
CINTAS	022639637	MATS - VH	101111	5320	31.50
CINTAS	022639638	MATS - PW/ENG/TRN STN	102010	5320	61.53
CINTAS	022639638	MATS - PW/ENG/TRN STN	102038	5320	61.52
CINTAS	022639638	MATS - PW/ENG/TRN STN	502010	5320	61.53
CINTAS	022639638	MATS - PW/ENG/TRN STN	542010	5320	61.53
CINTAS	022639639	MATS - WRF	542052	5320	42.40
CINTAS	022642568	MATS - VH	101111	5320	<u>31.50</u>
					351.51
COLLINS, STEPHEN AND SARA	625127	1073 WARRINGTON / TREE MITIGATION REFUND	100001	4462	187.50
COMCAST	0459766-061418	TRN STN INTERNET SRVC: 061818 - 071718	102038	5550	129.85
COMED	1398050042-053118	A/C 1398050042 04/23/2018 TO 05/22/2018	102010	5510	151.16
COMED	1398050042-053118	A/C 1398050042 04/23/2018 TO 05/22/2018	106010	5388	135.98
COMED	1398050042-053118	A/C 1398050042 04/23/2018 TO 05/22/2018	602019	5510	102.54
COMED	1398050042-053118	A/C 1398050042 04/23/2018 TO 05/22/2018	602038	5510	186.91
COMED	1695047076-060418	A/C 1695047076 05/03/2018 TO 06/04/2018	102050	5510	<u>136.83</u>
					713.42
CONSTELLATION NEWENERGY INC	12355010301/911	A/C 1-1D70-911 05/03/2018 TO 06/04/2018	102050	5510	928.71
CORE & MAIN LP	1981904	WATER MAIN SUPPLIES	502050	5421	305.00
CORE & MAIN LP	J020547	HYDRANT EXTENSION	502050	5421	<u>860.00</u>
					1,165.00
CORPORATE BUSINESS CARDS	258477	BUSINESS CARDS - NAKAHARA	101330	5335	49.05

Vendor	Invoice #	Description	Org	Obj	Total Invoice
CPS COMPANIES/CHICAGO PARTS & SOUND LLC	30IC077399	BATTERY - #300	702050	5470	98.96
CPS COMPANIES/CHICAGO PARTS & SOUND LLC	30IC079525	STOCK	702050	5470	<u>290.77</u>
					389.73
CREATIVE PROMOTIONAL PRODUCTS	35080-1	FAMILY DAYS - ROTARY RACE AWARDS	101210	5386	645.20
DEERFIELD COMMUNITY CONCERT BAND	07042018	FAMILY DAYS - CONCERT BAND	101210	5386	450.00
DISPLAY SALES	INV-015600	SAMPLE GARLAND	102037	5914	214.69
DIVINCI PAINTERS INC	27549	TRAIN STATION PAINTING	102038	5320	1,800.00
DOHERTY, LAURA	07212018	FARMERS MARKET PERFORMANCE	101210	5387	300.00
DOUGLAS TRUCK PARTS	42954	SHOP TOOLS	702050	5440	52.48
DOUGLAS TRUCK PARTS	43497	STOCK LED WORKLIGHTS	702050	5470	80.00
DOUGLAS TRUCK PARTS	43498	LIGHT - #700	702050	5470	<u>699.00</u>
					831.48
DYNEGY ENERGY SERVICES	147137418051	A/C 3547124017 04/20/2018 TO 05/20/2018	542052	5510	20,822.74
EDELSTEIN, MICHAEL AND	631606/58736	1755 CAROL CT / DEPOSIT REFUND	910000	2423	500.00
EDER FLAG MFG CO INC	INV1079881	FLAG	101210	5460	173.04
EISENBERG, AARON AND LEORAH	624931/58551	624 WESTGATE / DEPOSIT REFUND	100001	4220	150.00
EISENBERG, AARON AND LEORAH	624931/58551	624 WESTGATE / DEPOSIT REFUND	910000	2410	<u>3,000.00</u>
					3,150.00
ESSCOE LLC	31586	FIRE ALARM SERVICE CALL - WRF	542052	5320	730.00
FAULHABER, JAIME AND ERICA	632962/58890	1225 OXFORD RD / DEPOSIT REFUND	910000	2423	200.00
FEDERAL EXPRESS CORP	6-211-37904	MAILING	101111	5337	34.40
FINISH LINE AUTOMOTIVE INC	33546	DAMAGE REPAIR - #802	102036	5322	840.00
FIOR NURSERY AND LANDSCAPE SUPPLY	CM 14113	CREDIT MEMO / RETURNED TREE	102037	5365	(275.00)
FIOR NURSERY AND LANDSCAPE SUPPLY	I142110	TREES & SHRUBS	102037	5365	541.50
FIOR NURSERY AND LANDSCAPE SUPPLY	I142111	FLOWERS FOR CEMETERY	101111	5324	707.50
FIOR NURSERY AND LANDSCAPE SUPPLY	I142125	REPLACEMENT TREES	102037	5365	<u>550.00</u>
					1,524.00
FRIENDLY FARMS LTD	4299	FAMILY DAYS - FRIENDLY FARMS	101210	5386	1,550.00
FRY, CHRISTOPHER	060618	TUITION REIMBURSEMENT	106034	5122	900.00
G & O THERMAL SUPPLY	075054	HVAC PARTS	101210	5322	12.83
G & O THERMAL SUPPLY	075238	HVAC BELT - WRF	542052	5470	5.46
G & O THERMAL SUPPLY	077159	EQUIPMENT MAINTENANCE	101210	5322	<u>23.09</u>
					41.38
GB SPRINKLER SYSTEMS INC	57018	RPZ TESTING	102037	5914	503.85
GEUDER, JUDITH	143364	FAMILY DAYS - PARADE	101210	5386	99.80
GHA TECHNOLOGIES INC	10030061	PRINTER TONER	542052	5460	145.00
GMIS INTERNATIONAL	300004564	ANNUAL DUES - INTERNATIONAL/ILLINOIS CHAPTERS	101210	5330	200.00
GOLOMOLZINA, OLGA	P846-18	VEHICLE STICKER REFUND - LIHEAP	100001	4240	29.00
GRAINGER INC	9801335408	BUFFING PADS - WRF	542052	5470	40.50
GRAINGER INC	9803745810	BELTS - WRF	542052	5470	38.81
GRAINGER INC	9804079334	BUFFING PADS - WRF	542052	5470	20.36
GRAINGER INC	9812362110	BRAKE TOOL	702050	5440	307.13
GRAINGER INC	9812848837	RAIN PAINTS	542010	5130	68.32
GRAINGER INC	9817004253	BELTS - WRF	542052	5470	27.74
GRAINGER INC	9817447387	BELTS - WRF	542052	5470	<u>97.55</u>
					600.41
GRAND PRIX CAR WASH	050118	CAR CLEANING - ENG PROJECT RELATED	222082	5910	111.30
GRAND PRIX CAR WASH	053118	CAR WASHES / CD INSPECTION VEHICLE - MAY 18	101330	5322	<u>25.95</u>
					137.25
GRAYBAR ELECTRIC COMPANY INC	9304430903	TOWN & COUNTRY LIGHT FIXTURES	102050	5421	7,909.20
GREEN ACRES LANDSCAPING INC	2018-4431	LANDSCAPE PLANTING & MAINT / JUN 18	101111	5324	1,082.54
GREEN ACRES LANDSCAPING INC	2018-4431	LANDSCAPE PLANTING & MAINT / JUN 18	101210	5914	2,886.80
GREEN ACRES LANDSCAPING INC	2018-4431	LANDSCAPE PLANTING & MAINT / JUN 18	102037	5914	2,165.11
GREEN ACRES LANDSCAPING INC	2018-4431	LANDSCAPE PLANTING & MAINT / JUN 18	102038	5320	360.85
GREEN ACRES LANDSCAPING INC	2018-4431	LANDSCAPE PLANTING & MAINT / JUN 18	602019	5320	360.85
GREEN ACRES LANDSCAPING INC	2018-4431	LANDSCAPE PLANTING & MAINT / JUN 18	602038	5390	360.85
GREEN ACRES LANDSCAPING INC	2018-4432	TURF MAINTNENANCE / JUN 18	101111	5324	832.25
GREEN ACRES LANDSCAPING INC	2018-4432	TURF MAINTNENANCE / JUN 18	101210	5914	208.06
GREEN ACRES LANDSCAPING INC	2018-4432	TURF MAINTNENANCE / JUN 18	102038	5320	832.25
GREEN ACRES LANDSCAPING INC	2018-4432	TURF MAINTNENANCE / JUN 18	102050	5365	832.25
GREEN ACRES LANDSCAPING INC	2018-4432	TURF MAINTNENANCE / JUN 18	602019	5320	832.25
GREEN ACRES LANDSCAPING INC	2018-4432	TURF MAINTNENANCE / JUN 18	602038	5390	<u>624.19</u>
					11,378.25
GUCCIONE, JOHN	060818	EXP REIMB - LUNCH MEETING	102110	5410	120.90
H & H ELECTRIC CO.	30842	TRAFFIC SIGNAL MAINT/CAMERA REPAIR	102050	5611	448.40
HANDLER, HOWARD	630807/58755	1730 OVERLAND TL / DEPOSIT REFUND	910000	2423	200.00
HAWKINS INC	4297539	BLEACH - WRF	542052	5422	138.30
HENRICKSEN & COMPANY, INC	644134	OFFICE FURNITURE - ROOM #009	101210	5840	2,502.04
HIGHLAND PARK FORD	114895	PART - SQUAD #1	702050	5470	416.21
HIGHLAND PARK FORD	114912	PART - SQUAD #6	702050	5470	<u>79.31</u>
					495.52
HODARI, JASMINE AND RASHIDI	632599/58720	1315 HACKBERRY / DEPOSIT REFUND	910000	2423	500.00
HOME CITY ICE CO	4662180080	ICE	102050	5421	71.00
HOME DEPOT CREDIT SERVICES	1025011	PLYWOOD - WRF	542052	5421	337.80
HOME DEPOT CREDIT SERVICES	5053825	CONCRETE & POST - WRF	542052	5421	138.12
HOME DEPOT CREDIT SERVICES	6070548	OPERATING SUPPLIES	101210	5460	79.98
HOME DEPOT CREDIT SERVICES	6070548	OPERATING SUPPLIES	102038	5460	15.63
HOME DEPOT CREDIT SERVICES	6070548	OPERATING SUPPLIES	106010	5460	<u>35.85</u>
					607.38

July 2, 2018 Board Meeting

Vendor	Invoice #	Description	Org	Obj	Total Invoice
HYDRAULIC SERVICES & REPAIRS, INC	331210	PLOW PART - #806	702050	5470	58.00
IDLEWOOD ELECTRIC SUPPLY INC	458686	SUPPLIES	102050	5421	17.54
IGFOA	061518	ANNUAL CONF REG - BURK	101111	5210	350.00
IGFOA	062718	ANNUAL CONF REG - JETT	101111	5210	350.00
					700.00
IL FORNOS PIZZA	77906	SNOW MEAL - 02/05/18	102036	5460	183.23
IL FORNOS PIZZA	78047	PIZZA LUNCH - WRF	542052	5410	24.60
					207.83
ILLINOIS SECTION AWWA	200034797	TRAINING - FREEWALT/GEHRKE	502010	5210	72.00
ILLINOIS SECTION AWWA	200036906	TRAINING - CALISTRU	502010	5210	36.00
					108.00
INSIGHT PUBLIC SECTOR	1100601824	SERVER MEMORY	211150	5810	5,642.70
IRON MOUNTAIN INTELLECTUAL PROP MGT	4277785	MUNIS SOURCE CODE ESCROW: 08/11/18 THRU 08/10/19	101111	5370	900.00
ITALIAN KITCHEN	060418	RETIREMENT DINNER - SPAGNOLI	101210	5387	1,999.25
JC LICHT LLC	63061816	PAINT - TRAIN STATION	102038	5320	183.76
JETCO LTD	3154	WATER TOWER PAINTING PROJECT/PMT #1	222082	5990	89,235.00
KAPLAN PAVING LLC	180727	PAVEMENT REPAIR - GREENTREE	542051	5365	2,200.00
KAPLAN PAVING LLC	180734	DRIVEWAY REPAIR - 490 SHANNON DR	502050	5365	4,020.00
					6,220.00
KAPLAN, MITCHELL AND JODI	538576/55751/FINAL	1310 ELMWOOD / DEPOSIT REFUND	910000	2423	5,000.00
KARSTROM, JOHN	193	VILLAGE BOARD TV PRODUCTION - JUN 18	101210	5364	230.00
KEENAN, JUSTIN	62377	FAMILY DAYS - PARADE BANNERS	101210	5386	62.68
KEYTH TECHNOLOGIES INC	624532	ALARM REPAIR	102010	5320	100.00
KEYTH TECHNOLOGIES INC	627119	KEYS	702050	5470	6.00
					106.00
KLEIN, JOEL	631968/58743	445 CARRIAGE WAY / TREE MITIGATION REFUND	100001	4462	1,372.50
KLEIN, JOEL	631970/58743	445 CARRIAGE WAY / TREE MITIGATION REFUND	100001	4462	940.00
					2,312.50
KONKE ELECTRIC INC	2932	LIGHTING REPAIRS - TRAIN STATION	102050	5365	500.00
KONKE ELECTRIC INC	3000	STREET LIGHTING WIRE REPAIRS	102050	5365	585.00
KONKE ELECTRIC INC	3001	STREET LIGHTING REPAIRS	102050	5365	945.00
KONKE ELECTRIC INC	3002	STREET LIGHT SEAL REPAIRS	102050	5365	375.00
KONKE ELECTRIC INC	3004	GROUND WIRE REPAIR	502050	5365	340.00
					2,745.00
LAI LIMITED	18-15530	GATE SERVICE CALL - WRF	542052	5322	1,926.51
LAKE COUNTY, ILLINOIS CVB	2018-7115	TOURISM COMMUNITY MARKETING PARTNERSHIP - 2018	101210	5387	30,187.50
LEVY, RONALD	P2814-18	VEHICLE STICKER REFUND	100001	4240	30.00
LITTLE TOMMY'S PLUMBING SHOP	1190-39525	INSTALL WATER METER	502054	5365	1,093.00
M & N SUPPLY	3327	GLOVES	502050	5421	129.80
MANHARD CONSULTING LTD	35522	MS4 PERMIT COMPLIANCE SERVICES	102110	5362	2,660.69
MANHARD CONSULTING LTD	35523	NBWWG ASSISTANCE - THRU 05/25/18	102110	5362	280.00
					2,940.69
MAYER, MARC S.	07282018	FARMERS MARKET PERFORMANCE	101210	5387	500.00
MENONI & MOCOgni, INC.	1279212	BLACK DIRT FOR FLOWERS	102050	5421	34.58
MENONI & MOCOgni, INC.	1282279	DIRT	502050	5421	145.86
MENONI & MOCOgni, INC.	1282850	DIRT	502050	5421	89.44
					269.88
METRON-FARNIER LLC	26176	WATER METERS	502054	5810	11,026.87
MIDWEST TIME RECORDER INC	161071	TIME & ATTENDANCE SERVICE - APR 18	102010	5370	61.81
MIDWEST TIME RECORDER INC	161071	TIME & ATTENDANCE SERVICE - APR 18	502010	5370	61.81
MIDWEST TIME RECORDER INC	161071	TIME & ATTENDANCE SERVICE - APR 18	542010	5370	61.81
MIDWEST TIME RECORDER INC	161071	TIME & ATTENDANCE SERVICE - APR 18	542052	5370	61.82
MIDWEST TIME RECORDER INC	161865	TIME & ATTENDANCE SERVICE - MAR 18	102010	5370	60.69
MIDWEST TIME RECORDER INC	161865	TIME & ATTENDANCE SERVICE - MAR 18	502010	5370	60.69
MIDWEST TIME RECORDER INC	161865	TIME & ATTENDANCE SERVICE - MAR 18	542010	5370	60.69
MIDWEST TIME RECORDER INC	161865	TIME & ATTENDANCE SERVICE - MAR 18	542052	5370	60.68
MIDWEST TIME RECORDER INC	161866	TIME & ATTENDANCE SERVICE - MAY 18	102010	5370	65.30
MIDWEST TIME RECORDER INC	161866	TIME & ATTENDANCE SERVICE - MAY 18	502010	5370	65.30
MIDWEST TIME RECORDER INC	161866	TIME & ATTENDANCE SERVICE - MAY 18	542010	5370	65.30
MIDWEST TIME RECORDER INC	161866	TIME & ATTENDANCE SERVICE - MAY 18	542052	5370	65.30
					751.20
MONAGHAN, SUSAN	P4550-18	VEHICLE STICKER REFUND	100001	4240	30.00
MUTUAL SERVICES OF HIGHLAND PARK	562755	OPERATING SUPPLIES	101210	5460	30.57
NAPA AUTO PARTS - WHEELING	487931	WIPER BLADE - SQUAD #1	702050	5470	9.69
NORTH CENTRAL LABORATORIES	407429	LAB SUPPLIES - WRF	542052	5460	461.53
NORTH CENTRAL LABORATORIES	407953	LAB SUPPLIES - WRF	542052	5460	725.24
					1,186.77
NORTH SHORE GAS	0604546645-061818	A/C 0604546645-00001 05/17/2018 TO 06/18/2018	502031	5520	234.55
NORTHSHORE UNIVERSITY HEALTHSYSTEM	012395992-060518	PREPLACEMENT EVALUATION	101330	5363	119.00
NORTHWEST MUNICIPAL CONFERENCE	10398	ANNUAL GALA	101210	5387	560.00
OFFICE DEPOT	148068380001	OFFICE SUPPLIES	101111	5450	23.14
OFFICE DEPOT	148069268001	OFFICE SUPPLIES	101111	5450	11.27
OFFICE DEPOT	148069269001	OFFICE SUPPLIES	101111	5450	52.44
OFFICE DEPOT	151069940001	OFFICE SUPPLIES	101111	5450	53.38
					140.23

Vendor	Invoice #	Description	Org	Obj	Total Invoice
OSMAN, RICHARD	P3079-18	VEHICLE STICKER REFUND	100001	4240	30.00
PARKHE, AJAY D.	631286/58760	1433 COUNTRY LN / DEPOSIT REFUND	910000	2423	500.00
PASIEWICZ, MIKE	308DE6974	EXP REIMB - CDL RENEWAL	102010	5210	60.00
PATTEN POWER SYSTEMS INC	PM600273782	GENERATOR REPAIRS - WRF	542052	5322	967.19
PDC LABORATORIES INC	19323724	INDEPENDENT LAB TESTING - WRF	542052	5365	435.65
PERMA-LIFE	1831	LOCK REPAIR	102038	5320	270.00
PERMA-LIFE	1833	BRICK FLOWER BOX CONSTRUCTION	102037	5914	4,280.00
					4,550.00
POUL'S LANDSCAPING & NURSERY INC	607818/58234	375 PAULA CT / DEPOSIT REFUND	910000	2423	575.13
PRINTWELL PRINTING	52641	SUPPLIES - LITTLE RETIREMENT PARTY	102110	5410	195.00
PRYOR LEARNING SOLUTIONS INC	20-26858235	TRAINING - GEHRKE/GILLETT/GOTTSCHALK	102010	5210	199.00
PRYOR LEARNING SOLUTIONS INC	20-26858235	TRAINING - GEHRKE/GILLETT/GOTTSCHALK	502010	5210	398.00
					597.00
QUILL CORPORATION	7692676	OFFICE SUPPLIES - ENG	102110	5450	180.76
QUILL CORPORATION	7694800	OPERATING SUPPLIES - PW/ENG	102110	5450	189.99
QUILL CORPORATION	7759072	OFFICE SUPPLIES	102010	5450	20.24
QUILL CORPORATION	7759072	OFFICE SUPPLIES	502010	5450	65.92
QUILL CORPORATION	7759072	OFFICE SUPPLIES	542010	5450	20.24
QUILL CORPORATION	7759072	OFFICE SUPPLIES	702050	5450	20.24
					497.39
R.C. TOPSOIL INC	1800135	TOP SOIL	102050	5421	760.00
RAMIREZ SEALCOATING	628020/58716	143 WILMOT RD / DEPOSIT REFUND	910000	2423	200.00
RELADYNE	0112288-IN	OIL - WRF	542052	5420	867.05
RELANCE PLUMBING	600958/57895	1119 RAGO / DEPOSIT REFUND	910000	2423	500.00
RONDOUT SERVICE CENTER LLC	12959	SAFETY LANE TESTING - #603/#601/#702	702050	5470	70.00
ROSENTHAL, MURPHEY, COBLENTZ & DONAHUE	042M061120118	VILLAGE ATTORNEY SERVICES - MAY 18	101210	5360	5,262.53
RUBINO ENGINEERING INC	4343	MATERIAL TESTING	102110	5362	1,309.00
RUSSO POWER EQUIPMENT INC	5085289	SEWER SAW PART	702050	5470	12.36
SAMPSON, VAL F.	18126	PRINTING: D-TALES / JUL/AUG 2018	101210	5335	2,981.00
SAMPSON, VAL F.	18128	PRINTING - TAXI PROGRAM TICKETS	101210	5335	967.00
					3,948.00
SAM'S CLUB DIRECT	3966	OPERATING SUPPLIES	101111	5460	148.96
SAM'S CLUB DIRECT	3966	OPERATING SUPPLIES	101330	5460	49.65
SAM'S CLUB DIRECT	3966	OPERATING SUPPLIES	102010	5460	74.48
SAM'S CLUB DIRECT	3966	OPERATING SUPPLIES	102038	5460	49.65
SAM'S CLUB DIRECT	3966	OPERATING SUPPLIES	106010	5460	124.13
SAM'S CLUB DIRECT	3966	OPERATING SUPPLIES	542052	5460	49.65
SAM'S CLUB DIRECT	6188	TABLES - PW	102010	5460	338.85
					835.37
SCORPIO EXCAVATING INC	20180568	DIRT & CONCRETE OUT	502050	5421	940.00
SE INC	18-183600	STREETSCAPE PLANTING	102037	5914	575.00
SENIOR ASSISTANCE	8415R6/060618	HOUSING ASSISTANCE	101210	5382	1,375.00
SHERIDAN AUTO PARTS	970623	CORE RETURN CREDIT - WRF	702050	5470	(18.00)
SHERIDAN AUTO PARTS	977408	BUFFING PADS - WRF	542052	5470	30.25
SHERIDAN AUTO PARTS	977410	PRE MIX FUEL - WRF	542052	5420	22.47
SHERIDAN AUTO PARTS	977635	BELTS - WRF	542052	5470	23.04
SHERIDAN AUTO PARTS	978402	HVAC BELT - WRF	542052	5470	14.42
SHERIDAN AUTO PARTS	978408	HVAC BELT - WRF	542052	5470	7.00
SHERIDAN AUTO PARTS	978415	PRE MIX FUEL - WRF	542052	5420	22.47
SHERIDAN AUTO PARTS	978520	PRE MIX FUEL - WRF	542052	5420	239.68
					341.33
SHERRILL INC	INV-415495	WEDGE & TREE DOLLY	102037	5421	658.81
SIGNARAMA	INV-158	FEATHER BANNER - SPAGNOLI RETIREMENT GIFT	101330	5410	146.81
SLOAN, DAVID SHAWN	061418	EXP REIMB - CDL RENEWAL	542052	5210	60.00
STRAND ASSOCIATES INC	0138906	OPERATIONAL ASSISTANCE/WRF: 05/01/18 - 05/31/18	542052	5362	862.82
STRAND ASSOCIATES INC	0139168	2018 MANHOLE REHAB PROGRAM: 05/01/18 - 05/31/18	222082	5362	1,998.45
					2,861.27
STRAUSS, JOHN	592793/57477	1236 OXFORD / DEPOSIT REFUND	910000	2423	500.00
STREET, KENT	614428	EXP REIMB - ILCMA CONFERENCE REGISTRATION	101210	5331	200.00
STREET, KENT	06152018	EXP REIMB - TRAVEL	101210	5211	36.70
STREET, KENT	96157019	EXP REIMB - CONFERENCE LODGING	101210	5331	252.88
					489.58
SUMDAY HOMES LLC	598296/57397	495 STANDISH / DEPOSIT REFUND	910000	2423	10,000.00
SUMDAY HOMES LLC	598296/WTRMTR	495 STANDISH / DEPOSIT REFUND	500001	4216	369.15
					10,369.15
SUSSHOLZ, EVAN AND CARIN	527007/55496	655 BRIERHILL / DEPOSIT REFUND	910000	2423	5,000.00
T. HERRERA LANDSCAPING INC	630654/58733	1133 GORDON TERR / DEPOSIT REFUND	910000	2423	500.00
THE MULCH CENTER	39825	MULCH	102050	5365	800.00
THE MULCH CENTER	39826	DEBRIS REMOVAL	102037	5365	450.00
					1,250.00
THELEN MATERIALS LLC	361668	STONE/DIRT	502050	5421	1,381.17
TRAFFIC CONTROL & PROTECTION INC	92810	SAFETY CONES	102050	5421	1,560.00
UNITED DISPATCH LLC	49039	TAXI SUBSIDY/303 TAXI/MAY 18	101210	5384	2,705.00
URBAN FOREST MANAGEMENT INC	180513	FORESTRY SERVICES - AD HOC / MAY 18	102037	5365	1,827.50
URBAN FOREST MANAGEMENT INC	180514	FORESTRY SERVICES - PARKWAY TREES / MAY 18	102037	5365	425.00
URBAN FOREST MANAGEMENT INC	180515	FORESTRY SERVICES - INSPECTIONS / MAY 18	102037	5365	1,852.50
					4,105.00

Vendor	Invoice #	Description	Org	Obj	Total Invoice
URY, IRA	622081/58577	509 WILLOW AVE / DEPOSIT REFUND	910000	2423	500.00
USABLUEBOOK	579340	FITTING - WRF	542052	5421	12.99
USABLUEBOOK	591519	FIRE HOSE - WRF	542052	5470	<u>1,497.56</u>
					1,510.55
VERIZON WIRELESS	9808854467	CELL SRVC / SCADA: 061118 - 071018	502010	5550	119.90
VERIZON WIRELESS	9808854467	CELL SRVC / SCADA: 061118 - 071018	542052	5550	332.08
VERIZON WIRELESS	9808854468	CELL SRVC / PW MSG BRD: 061118 - 071018	102110	5550	<u>20.04</u>
					472.02
VILLARINO, ENRIQUE HERNAND	626023/58643	710 PINE / DEPOSIT REFUND	910000	2423	500.00
WEINSTEIN, GAIL	630638/58703	98 E. ST ANDREW / DEPOSIT REFUND	910000	2423	500.00
WEISS, ELYSE	627430	55 SHENANDOAH / TREE MITIGATION REFUND	100001	4462	975.00
ZAID, GARY	631227/58843	240 GLADYS CT / DEPOSIT REFUND	910000	2423	200.00
					Total Invoices
					\$ 312,022.51
Pre-Paid Wire Transactions					
AUTHORIZE.NET	PSPRTAUTHNET/APR18	PASSPORT AUTHNET FEES: APR 18	602019	5390	17.50
AUTHORIZE.NET	PSPRTAUTHNET/APR18	PASSPORT AUTHNET FEES: APR 18	602038	5390	<u>17.50</u>
					35.00
DEERFIELD BANK & TRUST	BAF1010MAY18	BANK ANALYSIS FEE/1010/MAY 18	730000	2801	470.94
ILLINOIS NATIONAL BANK	BAF1190MAY18	BANK ANALYSIS FEE/1190/MAY 18	730000	2801	21.57
IPBC	MAY18	MEDICAL/DENTAL/LIFE INSURANCE: MAY 18	100000	1613	(12,373.95)
IPBC	MAY18	MEDICAL/DENTAL/LIFE INSURANCE: MAY 18	100000	2437	350.00
IPBC	MAY18	MEDICAL/DENTAL/LIFE INSURANCE: MAY 18	100000	2437	1,595.88
IPBC	MAY18	MEDICAL/DENTAL/LIFE INSURANCE: MAY 18	100000	2437	2,035.75
IPBC	MAY18	MEDICAL/DENTAL/LIFE INSURANCE: MAY 18	100000	2437	2,177.27
IPBC	MAY18	MEDICAL/DENTAL/LIFE INSURANCE: MAY 18	100000	2437	21,674.63
IPBC	MAY18	MEDICAL/DENTAL/LIFE INSURANCE: MAY 18	100000	2438	63.67
IPBC	MAY18	MEDICAL/DENTAL/LIFE INSURANCE: MAY 18	100000	2438	123.98
IPBC	MAY18	MEDICAL/DENTAL/LIFE INSURANCE: MAY 18	100000	2438	1,272.10
IPBC	MAY18	MEDICAL/DENTAL/LIFE INSURANCE: MAY 18	100000	2438	26,331.60
IPBC	MAY18	MEDICAL/DENTAL/LIFE INSURANCE: MAY 18	100000	2439	388.57
IPBC	MAY18	MEDICAL/DENTAL/LIFE INSURANCE: MAY 18	100000	2439	3,978.10
IPBC	MAY18	MEDICAL/DENTAL/LIFE INSURANCE: MAY 18	100000	2439	68,471.79
IPBC	MAY18	MEDICAL/DENTAL/LIFE INSURANCE: MAY 18	101111	5120	250.00
IPBC	MAY18	MEDICAL/DENTAL/LIFE INSURANCE: MAY 18	730000	2054	1,058.40
IPBC	MAY18	MEDICAL/DENTAL/LIFE INSURANCE: MAY 18	730000	2054	1,069.52
IPBC	MAY18	MEDICAL/DENTAL/LIFE INSURANCE: MAY 18	730000	2060	168,410.49
IPBC	MAY18	MEDICAL/DENTAL/LIFE INSURANCE: MAY 18	730000	2061	<u>10,374.90</u>
					297,252.70
NORTHBROOK BANK & TRUST	PSPRTCC/APR19	PASSPORT CC FEES: APR 18	602019	5390	190.75
NORTHBROOK BANK & TRUST	PSPRTCC/APR19	PASSPORT CC FEES: APR 18	602038	5390	<u>190.74</u>
					381.49
PITNEY BOWES	70877R4/051418	REPLENISH POSTAGE METER	101111	5337	450.00
PITNEY BOWES	70877R4/051418	REPLENISH POSTAGE METER	101210	5337	450.00
PITNEY BOWES	70877R4/051418	REPLENISH POSTAGE METER	101330	5337	450.00
PITNEY BOWES	70877R4/051418	REPLENISH POSTAGE METER	102010	5337	450.00
PITNEY BOWES	70877R4/051418	REPLENISH POSTAGE METER	106010	5337	600.00
PITNEY BOWES	70877R4/051418	REPLENISH POSTAGE METER	502010	5337	300.00
PITNEY BOWES	70877R4/051418	REPLENISH POSTAGE METER	542010	5337	<u>300.00</u>
					3,000.00
US BANK	1000038/0024787NS	INTEREST - SERIES 2015	357077	5710	133,600.00
US BANK	1005751/0003544NS	INTEREST - SERIES 2013	357075	5710	47,350.62
US BANK	1005751/0003544NS	INTEREST - SERIES 2013	542010	5710	10,858.13
US BANK	1007338/803022800	INTEREST - SERIES 2010A (BAB)	357073	5710	80,583.50
US BANK	1007338/803022800	INTEREST - SERIES 2010A (BAB)	542010	5710	120,875.25
US BANK	1007342/803264200	INTEREST - SERIES 2011A	357072	5710	109,145.00
US BANK	1007357/803340500	INTEREST - SERIES 2012	542010	5710	117,381.25
US BANK	1007358/803264300	INTEREST - SERIES 2011B (QECB)	542010	5710	249,600.00
US BANK	1007381/0043743NS	INTEREST - SERIES 2017	357078	5710	93,293.75
US BANK	SNKTRSTMAY18	TRUST FEES/SINK ACCT/MAY 18	367072	5369	60.95
US BANK	VILLTRSTMAY18	TRUST FEES/VILL ACCT/MAY 18	730000	2801	<u>130.09</u>
					962,878.54
					Total Pre-Paid Wire Transactions
					\$ 1,264,040.24
					Grand Total
					\$ 1,576,062.75

**Village of Deerfield Payroll Summary Report
JUNE 2018**

FUND 10 GENERAL FUND

FINANCE DEPARTMENT

101111	5110	REGULAR SALARIES	\$ 45,032.63
101111	5111	PART TIME SALARIES	1,470.00
101111	5112	OVERTIME SALARIES	-

ADMINISTRATION

101210	5110	REGULAR SALARIES	65,767.85
101210	5111	PART TIME SALARIES	420.50
101210	5112	OVERTIME SALARIES	-

COMMUNITY DEVELOPMENT

101330	5110	REGULAR SALARIES	69,858.81
101330	5111	PART TIME SALARIES	260.06
101330	5112	OVERTIME SALARIES	648.55

STREET ADMINISTRATION

102010	5110	REGULAR SALARIES	32,975.25
102010	5111	PART TIME SALARIES	-
102010	5112	OVERTIME SALARIES	-

STREET SNOW & ICE REMOVAL

102036	5110	REGULAR SALARIES	-
102036	5111	PART TIME SALARIES	-
102036	5112	OVERTIME SALARIES	-

STREET FORESTRY

102037	5110	REGULAR SALARIES	230.01
102037	5111	PART TIME SALARIES	-
102037	5112	OVERTIME SALARIES	-

STREET TRAIN STATION MAINT

102038	5110	REGULAR SALARIES	573.75
102038	5111	PART TIME SALARIES	-
102038	5112	OVERTIME SALARIES	-

STREET MAINTENANCE

102050	5110	REGULAR SALARIES	31,029.17
102050	5111	PART TIME SALARIES	2,472.80
102050	5112	OVERTIME SALARIES	4,367.13

ENGINEERING DIVISION

102110	5110	REGULAR SALARIES	41,073.07
102110	5111	PART TIME SALARIES	-
102110	5112	OVERTIME SALARIES	\$ -

**Village of Deerfield Payroll Summary Report
JUNE 2018**

POLICE DEPT ADMINISTRATION

106010	5110	REGULAR SALARIES	\$ 45,211.86
106010	5111	PART TIME SALARIES	-
106010	5112	OVERTIME SALARIES	-

POLICE DEPT COMMUNICATIONS

106020	5110	REGULAR SALARIES	52,230.63
106020	5111	PART TIME SALARIES	5,153.57
106020	5112	OVERTIME SALARIES	302.08

POLICE DEPT INVESTIGATIONS

106033	5110	REGULAR SALARIES	38,685.05
106033	5112	OVERTIME SALARIES	4,074.07

POLICE DEPT PATROL

106034	5110	REGULAR SALARIES	258,615.81
106034	5111	PART TIME SALARIES	5,189.51
106034	5112	OVERTIME SALARIES	8,562.45

POLICE DEPT SPEC DETAIL (REIMBURSED)

106061	5112	OVERTIME SALARIES	5,062.50
		TOTAL FUND 10	<u>\$ 719,267.11</u>

FUND 50 WATER FUND

WATER DEPARTMENT ADMINISTRATION

502010	5110	REGULAR SALARIES	\$ 36,388.40
502010	5111	PART TIME SALARIES	-
502010	5112	OVERTIME SALARIES	147.54

WATER DEPT DISTRIBUTION

502031	5110	REGULAR SALARIES	7,318.38
502031	5112	OVERTIME SALARIES	1,563.87

WATER MAIN MAINTENANCE

502050	5110	REGULAR SALARIES	16,466.04
502050	5111	PART TIME SALARIES	352.00
502050	5112	OVERTIME SALARIES	1,599.70

WATER METER MAINTENANCE

502054	5110	REGULAR SALARIES	5,212.92
502054	5111	PART TIME SALARIES	-
502054	5112	OVERTIME SALARIES	506.69
		TOTAL FUND 50	<u>\$ 69,555.54</u>

**Village of Deerfield Payroll Summary Report
JUNE 2018**

FUND 54 SEWER FUND

SEWER ADMINISTRATION

542010	5110	REGULAR SALARIES	\$ 21,934.27
542010	5111	PART TIME SALARIES	-
542010	5112	OVERTIME SALARIES	-

SEWER LINE MAINTENANCE

542031	5110	REGULAR SALARIES	16,252.13
542031	5111	PART TIME SALARIES	-
542031	5112	OVERTIME SALARIES	291.81

SEWER CLEANING

542051	5110	REGULAR SALARIES	11,692.51
542051	5111	PART TIME SALARIES	-
542051	5112	OVERTIME SALARIES	1,599.78

WASTEWATER TREATMENT FACILITY

542052	5110	REGULAR SALARIES	58,708.14
542052	5111	PART TIME SALARIES	3,468.50
542052	5112	OVERTIME SALARIES	1,776.87
TOTAL FUND 54			\$ 115,724.01

FUND 58 REFUSE FUND

REFUSE LEAF COLLECTION

582053	5110	REGULAR SALARIES	\$ -
582053	5111	PART TIME SALARIES	-
582053	5112	OVERTIME SALARIES	-
TOTAL FUND 58			\$ -

FUND 60 PARKING LOTS - RESIDENTIAL

COMM PARK COMBINED REVENUE

602019	5110	REGULAR SALARIES	\$ 984.55
602038	5110	REGULAR SALARIES	984.55
602038	5112	OVERTIME SALARIES	-
TOTAL FUND 60			\$ 1,969.10

FUND 70 GARAGE FUND

GARAGE FUND EXPENDITURES

702050	5110	REGULAR SALARIES	\$ 12,903.62
702050	5112	OVERTIME SALARIES	702.79
TOTAL FUND 70			\$ 13,606.41

TOTAL ALL FUNDS \$ 920,122.17

To the Finance Director:

The payment of the above listed accounts has been approved by the Board of Trustees at their meeting held on July 2, 2018 and you are hereby authorized to pay them from the appropriate funds.

(Treasurer)

REQUEST FOR BOARD ACTION

18-75

Agenda Item: _____

Subject: Report and Recommendation of Staff re: Small Cell Wireless Facilities

Action Requested: Acceptance

Village Manager’s Office

Originated By: _____

Village Board of Trustees

Referred To: _____

Summary of Background and Reason for Request

The Small Wireless Facilities Deployment Act (the “Act”) became effective on June 1, 2018. The Act provides the regulations and process for permitting and deploying small cell wireless facilities throughout Illinois. As a result, the Village’s authority to control the attachment and installation of small cell antennas in the right-of-way (ROW) has been limited. Municipalities have two months from the effective date to adopt application fees and collocation fees, pursuant to the Act.

The Village’s Cable and Telecommunications Commission (CTC) has been following this matter over the last several months. During that time, various small cell bills were being negotiated in the Illinois General Assembly up until the Act was finally signed into law on April 12. Following their review period, the CTC unanimously recommended that small cell regulations be incorporated into the Village’s existing ROW Ordinance (O-12-27) rather than creating a new stand-alone small cell ordinance.

Additionally, staff is recommending that the Village Board adopt the maximum fees permitted in the Act before the July 31, 2018 deadline imposed by the state.

Notably, the Act places zoning and permitting limitations on the Village with regard to regulating small cell wireless facilities in the ROW. However, the Village can still require applications for a permit to install these facilities as an additional means of effectively protecting the Village’s ROW and providing for essential public and private utility services.

Assistant Village Manager Andrew Lichterman will be available at the July 2 Board meeting to answer questions.

Reports and Documents Attached:

Memorandum – dated June 26, 2018

Small Wireless Facility Deployment Act: What Can We Still Regulate? by Adam Simon, Ancel Glink

Draft ROW Ordinance

Draft Resolution Amending Fee Schedule

July 2, 2018

Date Referred to Board: _____

Action Taken: _____

Memorandum



DATE: June 26, 2018
TO: Mayor and Board of Trustees
CC: Kent Street, Village Manager
FROM: Andrew Lichterman, Assistant Village Manager
SUBJECT: **Report and Recommendation of Staff re: Small Cell Wireless Facilities**

Introduction

The Small Wireless Facilities Deployment Act (the “Act”) became effective on June 1, 2018. The Act provides the regulations and process for permitting and deploying small cell wireless facilities throughout Illinois. As a result, the Village’s authority to control the attachment and installation of small cell antennas in the right-of-way (ROW) has been limited. Municipalities have two months from the effective date to adopt application fees and collocation fees, pursuant to the Act. The Act includes a sunset provision, which provides for an automatic repeal date of June 1, 2021. At that time, the Act will need to be renewed or it will no longer be in effect.

Background

Small wireless facilities (SWF) commonly known as “small cells” enable transmission of data and wireless communications to and from a wireless device, such as a computer, cell phone or tablet. The Act states that these SWF are critical to delivering wireless access to advanced technology, broadband and 9-1-1 services to homes, businesses and schools in Illinois. In the absence of an ordinance that makes available to wireless providers the rates, fees and terms for the attachment of SWF on municipal utility poles, wireless providers may attach these small cells and install utility poles on their own accord, provided they comply with the requirements of the Act. The Act provides that municipalities have two months following the effective date of the Act to adopt ordinances consistent with the terms of the Act, and thereafter, the terms of the Act will control in the absence of an ordinance.

Recommendation

Cable and Telecommunications Commission

The Village’s Cable and Telecommunications Commission (CTC) has been following this matter over the last several months. During that time, various small cell bills were being negotiated in the Illinois General Assembly up until the Act was finally signed into law on April 12. Following their review period, the CTC unanimously recommended that small cell regulations be incorporated into the Village’s existing ROW Ordinance (O-12-27) rather than creating a new stand-alone small cell ordinance. This approach is consistent with the original purpose and intent of the ROW ordinance, which it to promulgate rules and regulations governing the use of the public ROW in order to effectively provide essential public and private utility services to its constituents while protecting the public health, safety and welfare of its citizens.

Fees

Additionally, staff is recommending that the Village Board adopt the maximum fees permitted in the Act before the July 31, 2018 deadline imposed by the state.

The Act allows for fees of:

- Up to \$650 for one SWF on an existing utility pole
- Up to \$350 per SWF if the application is to collocate more than one SWF
- \$1,000 for each SWF in an application that includes a new utility pole
- \$200 recurring annual rate or “actual, direct, reasonable costs” related to the wireless provider’s use of the space if the SWF is located on a Village utility pole in the ROW

Limitations

Some of the size, location, and design limitations that the Village can impose on SWF include:

- Antenna are not more than 6 cubic feet in volume and all other wireless equipment attached to a utility pole or associated with the SWF is, cumulatively, no more than 25 cubic feet in volume.
- The height of a SWF is limited to 10 feet above the utility pole.
- The height of a new or replacement utility pole for collocation of SWF is limited to the higher of (1) 45 feet, or (2) 10 feet above the tallest existing utility pole within 300 feet of the proposed pole location.
- Pole mounted SWF cannot be limited to minimum horizontal separation distances but ground mounted SWF can be limited.
- SWF cannot interfere with public safety agency communications.
- Set design standards for decorative utility poles, or reasonable stealth concealment and aesthetic requirements.
- The Village has limited ability to require the SWF to use a particular pole location but if a new pole is required the Village may propose locating on an existing pole within 100 feet, subject to certain conditions.

Zoning and Permitting Limitations

SWF must be classified as “permitted uses” and are not subject to zoning review/approval, if they are located:

- In the public ROW
- Outside the ROW, in property zoned Commercial or Industrial

Subsequent to this report, staff will petition the Plan Commission to pursue the necessary zoning ordinance changes to be consistent with the Act.

Permit Applications

All wireless providers will need to submit a written permit application to the Director of Public Works and Engineering prior to installing SWF in the Village. The permit application will include:

- contact information,
- description of the SWF depicting the location including photos
- drawings prepared by a licensed professional structural engineer
- site specific structural analysis

- equipment type and model numbers
- total number of SWF proposed
- project schedule
- proof of insurance
- various compliance and owner certificates
- payment of required application fees

The Act dictates specific time periods for staff to review the application and for the SWF to be installed following approval. Staff will have 90 days to review an application for collocation and 120 days for installation of a new pole. If staff fails to meet these time periods the application is deemed approved.

Conclusion

The Small Wireless Facilities Deployment Act took effect on June 1, 2018. The Act limits the Village's authority to regulate the attachment of small cell wireless facilities in the right-of-way. The Village's Cable and Telecommunication Commission recommends amending the Village's ROW ordinance to incorporate small cell regulations to be consistent with the Act and regulate those areas that are still under local control. Additionally, staff recommends amending the Village's fee schedule to be consistent with the Act.

Should this report be approved a final version of the ROW ordinance and a fee resolution will be presented for Board consideration at the July 16 meeting, so that the Village can meet the state imposed 60-day deadline.

Subsequently, staff will petition to the Plan Commission to make the necessary zoning ordinance changes.

Assistant Village Manger Andrew Lichterman will be available at the July 2 Board meeting to answer questions.

Corporate Partner Spotlight

As part of the "Friends of ILCMA" Corporate Partnership Program, partners at the highest level get the opportunity to submit a one-page written educational piece in the ILCMA newsletter.

Small Wireless Facility Deployment Act: What Can We Still Regulate?

By Adam Simon, Partner, Ancel Glink

On June 1, 2018, the Small Wireless Facilities Deployment Act (the "Act") became effective. As a result, the power for municipalities to control the attachment of "small cell" antennas to right-of-way infrastructure, and the installation of new infrastructure to support small wireless facilities, will be limited. However, you should not get the impression that your regulatory authority has been completely eliminated. There are still important rules which your community can enact and enforce. This article provides only a snapshot of the most significant amendments adopted by the Act and explains the regulatory authority your community still can exercise over the right-of-way.¹ Please keep in mind that a separate review of your zoning ordinances will also be needed since the Act designates small wireless facilities located on property zoned for commercial or industrial uses as permitted uses.

First, it is important to recognize that the Act provides specific dimensions for what can be considered a "small wireless facility." Hence, your ordinance may not require a small wireless facility to be any smaller than what is required by the Act, but it can make those dimensions the maximum size allowed. To qualify as a small wireless facility, the new antenna attachment may be no greater than 10 feet above the height of the pole to which it is attached. New poles may not exceed 45 feet in height or 10 feet taller than the height of the tallest existing pole located within 300 feet along the same road, whichever is higher.

The Act permits the community to require specific application materials as part of a complete permit application. Importantly, you may require a site specific structural analysis and engineering drawing for each proposed small wireless facility covered by the application that has been prepared and stamped by a licensed engineer. Much like with other cellular applications, the Act creates a shot clock for how long you may review an application. The Act expresses that an application to collocate a small wireless facility on an existing pole shall be deemed approved if no action is taken within 90 days from when it is submitted. The deadline is extended to 120 days for new poles. It is very important to promptly determine if each application is complete because the community may toll the shot clock only if it gives notice to the applicant within the first 30 days that the application is incomplete.

If your permit officer determines the application should be denied, the decision must be communicated to the applicant

Ancel Glink | DIAMOND BUSH
DI CIANNI
& KRAFTHOFER

Representing local governments and public officials.
Contact Stewart Diamond or Adam Simon.

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in writing with citations to the specific code requirements that the application fails to satisfy. A denied application may be resubmitted, in response to which the community must decide within only 30 days. A permit to install a small wireless facility is only valid for 180 days, after which it will expire, and the applicant must start from scratch.

You may not require the placement of small wireless facilities on a particular utility pole. However, should the application necessitate the installation of a new utility pole, you may propose that the small wireless facility be collocated on an existing utility pole or existing support structure within 100 feet of the proposed collocation.

It is very important to recognize that the Act grants authority to apply generally applicable design and appearance standards to facilities located in the right-of-way. As a result, aesthetic regulations should be created – especially for (1) residential zones, (2) areas identified in your comprehensive plan as having special aesthetic or economic significance to the community, and (3) historic districts and landmarks. There are many examples available of widely used stealth of camouflage designs which can be adopted by your community.

Overall, it is important to remember the Act emphasizes the availability of variance procedures to avoid the strict enforcement of your rules in a way which would result in a de facto denial, even where the rules do not represent a ban on the facilities. Because the State has declared that small wireless facilities are a permitted and intended use of the right-of-way, you will develop a better relationship with wireless providers, and perhaps receive more cooperation in return, if you administer your rules as a partner rather than an enemy combatant.

¹Please be advised that the article is explicitly based on the model right-of-way ordinance published by the Illinois Municipal League in response to the enactment of the Cable and Video Competition Law of 2007 (the "IML Ordinance").

VILLAGE OF DEERFIELD
LAKE AND COOK COUNTIES, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ARTICLE 9 OF CHAPTER 19
OF THE MUNICIPAL CODE OF THE VILLAGE OF DEERFIELD (1975)
REGARDING STANDARDS FOR SMALL WIRELESS SERVICES FACILITIES**

WHEREAS, as a home rule municipality in accordance with the Constitution of the State of Illinois of 1970, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and governing the use of public rights-of-way and that protect the public health, safety, and welfare of its citizens; and

WHEREAS, the Village has previously adopted, and has amended from time to time, generally applicable standards for construction on, over, above, along, upon, under, across, or within, use of and repair of, the public right-of-way, which are contained in Article 9 of Chapter 19 of The Municipal Code of the Village of Deerfield (1975) (“Municipal Code”); and

WHEREAS, the public rights-of-way within the Village are a limited public resource held in trust by the Village for the benefit of its citizens and the Village has a custodial duty to ensure that the public rights-of-way are used, repaired and maintained in a manner that best serves the public interest; and

WHEREAS, due to changes in technology and changes in the law, including the adoption of the Illinois Small Wireless Facilities Deployment Act, Public Act 100-0585, and codified at 50 ILCS 836 (“SWF Act”), the Village has considered amending the Municipal Code to address small wireless facilities; and

WHEREAS, the SWF Act contains a variety of standards and requirements governing the deployment of small wireless facilities (as defined in the SWF Act), including on structures located in the rights-of-way (as defined in the SWF Act) and owned by various utilities and municipalities for use in the provision of wireless services by wireless services providers (as defined in the SWF Act); and

WHEREAS, the President and the Board of Trustees of the Village find and determine that it is necessary to and in the best interests of the public health, safety and general welfare to amend the Village's uniform standards and regulations for access to and use of the public rights-of-way in the Village by utility service providers and other persons and entities that desire to place structures, facilities or equipment in the public rights-of-way, so as to (i) prevent interference with the use of streets, sidewalks, alleys and other public ways and places by the Village and the general public, (ii) protect against visual and physical obstructions to vehicular and pedestrian traffic, (iii) prevent interference with the facilities and operations of the Village's utilities and of other utilities lawfully located in public rights-of-way or property, (iv) protect against environmental damage, including damage to trees and stormwater runoff, from the installation of utility facilities, (v) preserve open space, particularly the tree-line parkways that characterize the Village's residential neighborhoods; (vi) preserve the character of the neighborhoods in which facilities are installed,

(vii) prevent visual blight, and (viii) assure the continued safe use and enjoyment of private properties adjacent to utility facilities locations; and

WHEREAS, the President and the Board of Trustees find that it is necessary and desirable for the Village to amend Article 9 of Chapter 19 of the Municipal Code to establish application requirements and standards for proposed placement of small wireless services facilities in the rights-of-way in the Village; and

WHEREAS, the President and the Board of Trustees further find that the regulation of the use of the public rights-of-way in the Village, including the amendments to Article 9 of Chapter 19 of the Municipal Code, is a matter pertaining to the affairs of the Village as provided in Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

WHEREAS, in addition to the Village's power as a home rule municipality, this Ordinance is adopted pursuant to: the provisions of (i) the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, including, without limitation, Sections 11-20-5, 11-20-10, 11-42-11, 11-42-11.2, 11-80-1, 11-80-3, 11-80-6, 11-80-7, 11-80-8, 11-80-10, and 11-80-13; (ii) Section 4 of the Telephone Company Act, 220 ILCS 65/4; (iii) the Illinois Highway Code, including, without limitation, Articles 7 and 9 thereof, 605 ILCS 5/1-101 *et seq.*; (iv) the Simplified Municipal Telecommunications Tax Act, 35 ILCS 5/ 636/1 *et seq.*; (v) the Cable and Video Competition Law of 2007, 220 ILCS 5/21-100 *et seq.*; and (vi) the SWF Act; and

WHEREAS, in the enactment of Chapter 9 of the Municipal Code, the Village has considered a variety of standards for construction on, over, above, along, under, across, or within, use of and repair of the public right-of-way, including, but not limited to, the standards relating to Accommodation of Utilities on Right-of-Way of the Illinois State Highway System promulgated by the Illinois Department of Transportation and found at 92 Ill. Adm. Code § 530.10 *et seq.*; and

WHEREAS, the President and Board of Trustees hereby find that it is in the best interest of the Village to amend the current provisions contained in Article 9 of Chapter 19 of the Municipal Code and to include the amendments contained in this Ordinance, through the exercise of its statutory and home rule powers;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Deerfield, Cook and Lake Counties, Illinois, THAT:

SECTION 1. RECITALS. The foregoing recitals are incorporated in, and made a part of, this Ordinance by this reference as findings of the Village Board.

SECTION 2. ADOPTION OF AMENDMENTS TO VILLAGE RIGHT-OF-WAY CONSTRUCTION STANDARDS FOR SMALL WIRELESS SERVICES FACILITIES. Article 9, entitled "Construction of Utility Facilities in the Public Rights-of-Way," of Chapter 19, entitled "Streets and Sidewalks," in The Municipal Code of the Village of Deerfield (1975), as amended, shall be and is hereby amended in the manner shown in this Section, with additions shown as **bold and double** underlined and deletions as ~~stricken through~~, as follows:

**ARTICLE 9. CONSTRUCTION OF UTILITY FACILITIES
IN THE PUBLIC RIGHTS-OF-WAY**

Sec. 19-64. Purpose and Scope.

(a) Purpose. The purpose of this Article is to establish policies and procedures for constructing facilities on rights-of-way within the Village's jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage, and visual qualities of the Village rights-of-way and the Village as a whole.

(b) Intent. In enacting this Article, the Village of Deerfield intends to exercise its authority over the rights-of-way in the Village of Deerfield and, in particular, the use of the public ways and property by utilities, by establishing uniform standards to address issues presented by utility facilities, including without limitation:

- (1) prevent interference with the use of streets, sidewalks, alleys, parkways and other public ways and places;
- (2) prevent the creation of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;
- (3) prevent interference with the facilities and operations of the Village of Deerfield's utilities and of other utilities lawfully located in rights-of-way or public property;
- (4) protect against environmental damage, including damage to trees, from the installation of utility facilities;
- (5) protect against increased stormwater run-off due to structures and materials that increase impermeable surfaces;
- (6) preserve the character of the neighborhoods in which facilities are installed;
- (7) preserve open space, particularly the tree-lined parkways that characterize the Village of Deerfield's residential neighborhoods;
- (8) prevent visual blight from the proliferation of facilities in the rights-~~of~~wayof-way; and
- (9) assure the continued safe use and enjoyment of private properties adjacent to utility facilities locations.

(c) Facilities Subject to This Article. This Article applies to all facilities on, over, above, along, upon, under, across, or within the public rights-of-way within the jurisdiction of the Village. A facility lawfully established prior to the effective date of this Article may continue to be maintained, repaired and operated by the utility as presently constructed and located, except as

may be otherwise provided in any applicable franchise, license or similar agreement. This Article shall not apply to any facilities constructed by others to be owned by the Village.

(d) Franchises, Licenses, or Similar Agreements. The Village, in its discretion and as limited by law, may require utilities to enter into a franchise, license or similar agreement for the privilege of locating their facilities on, over, above, along, upon, under, across, or within the Village rights-of-way. Utilities that are not required by law to enter into such an agreement may request that the Village enter into such an agreement. In such an agreement, the Village may provide for terms and conditions inconsistent with this Article.

(e) Effect of Franchises, Licenses, or Similar Agreements.

(1) Telecommunications Providers. In the event of any conflict with, or inconsistency between, the provisions of this Article and the provisions of any franchise, license or similar agreement between the Village and any telecommunications provider, the provisions of such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.

(2) Utilities Other Than Telecommunications Providers. In the event that a utility other than a telecommunications provider has a franchise, license or similar agreement with the Village, such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.

(f) Conflicts with Other Ordinances. This Article supersedes all ordinances or parts of ordinances adopted prior hereto that are in conflict herewith to the extent of such conflict.

(g) Conflicts with State and Federal Laws. In the event that applicable federal or State laws or regulations conflict with the requirements of this Article, the utility shall comply with the requirements of this Article to the maximum extent possible without violating federal or State laws or regulations.

(h) Sound Engineering Judgment. The Village shall use sound engineering judgment when administering this Article and may vary the standards, conditions, and requirements expressed in this Article when the Village so determines. Nothing herein shall be construed to limit the ability of the Village to regulate its rights-of-way for the protection of the public health, safety and welfare.

Sec. 19-65. Definitions.

As used in this Article and unless the context clearly requires otherwise, the words and terms listed shall have the meanings ascribed to them in this Section. Any term not defined in this Section shall have the meaning ascribed to it in 92 Ill. Adm. Code § 530.30, unless the context clearly requires otherwise.

“AASHTO” – American Association of State Highway and Transportation Officials.

“ANSI” – American National Standards Institute.

“Applicant” – A person applying for a permit under this Article.

“ASTM” – American Society for Testing and Materials.

“Backfill” – The methods or materials for replacing excavated material in a trench or pit.

“Bore” or “Boring” – To excavate an underground cylindrical cavity for the insertion of a pipe or electrical conductor.

“Cable Operator” – That term as defined in 47 U.S.C. 522(5).

“Cable Service” – That term as defined in 47 U.S.C. 522(6).

“Cable System” – That term as defined in 47 U.S.C. 522(7).

“Carrier Pipe” – The pipe enclosing the liquid, gas or slurry to be transported.

“Casing” – A structural protective enclosure for transmittal devices such as: carrier pipes, electrical conductors, and fiber optic devices.

“Clear Zone” – The total roadside border area, starting at the edge of the pavement, available for safe use by errant vehicles. This area may consist of a shoulder, a recoverable slope, a non-recoverable slope, and a clear run-out area. The desired width is dependent upon the traffic volumes and speeds, and on the roadside geometry. Distances are specified in the AASHTO Roadside Design Guide.

“Coating” – Protective wrapping or mastic cover applied to buried pipe for protection against external corrosion.

“Code” – The Municipal Code of the Village of Deerfield and ordinances enacted by the Village of Deerfield.

“Conductor” – Wire carrying electrical current.

“Conduit” – A casing or encasement for wires or cables.

“Construction” or “Construct” – The installation, repair, maintenance, placement, alteration, enlargement, demolition, modification or abandonment in place of facilities.

“Cover” – The depth of earth or backfill over buried utility pipe or conductor.

“Crossing Facility” – A facility that crosses one or more right-of-way lines of a right-of-way.

“Director of Public Works and Engineering” – The Director of the Village of Deerfield Department of Engineering and Public Works, or his/her designee.

“Disrupt the Right-of-Way” – For the purposes of this Article, any work that obstructs the right-of-way or causes an adverse effect on the ability of persons, other companies with facilities in the right-of-way, or vehicles to use the right-of-way for its intended use or which may damage, destroy or injure vegetation in the right-of-way. Such work shall include, without limitation, the following: excavating or other cutting; placement (whether temporary or permanent) of materials, equipment, devices, or structures; damage to vegetation; and compaction or loosening of the soil, but shall not include the parking of vehicles or equipment in a manner that does not materially obstruct the flow of traffic on a road.

“Emergency” – Any immediate maintenance to the facility required for the safety of the public using or in the vicinity of the right -of-way or immediate maintenance required for the health and safety of the general public served by the utility.

“Encasement” – Provision of a protective casing.

“Engineer” – The Village Engineer or his/her designee.

“Equipment” – Materials, tools, implements, supplies, and/or other items used to facilitate construction of facilities.

“Excavation” – The making of a hole or cavity by removing material, or laying bare by digging.

“Extra Heavy Pipe” – Pipe meeting ASTM standards for this pipe designation.

“Facility” – All structures, devices, objects, and materials including, but not limited to, track and rails, wires, ducts, fiber optic cable, communications and video cables and wires, poles, conduits, grates, covers, pipes, cables, vaults, boxes, cabinets and other equipment enclosures, power pedestals and appurtenances thereto located on, over, above, along, upon, under, across, or within rights-of-way under this Article, but excepting therefrom all structures, devices, objects or materials owned by the Village.

“Freestanding Facility” – A facility that is not a crossing facility or a parallel facility, such as, but not limited to, vaults, boxes, cabinets, equipment enclosures, antennas, transformers, pumps, or meter stations.

“Frontage Road” – A roadway, usually parallel, providing access to land adjacent to the highway where access to the land is precluded by control of access on the highway.

“Hazardous Materials” – Any substance or material which, due to its quantity, form, concentration, location, or other characteristics, is determined by the Village Engineer to pose an unreasonable and imminent risk to the life, health or safety of persons or property or to the ecological balance of the environment, including, but not limited to explosives, radioactive materials, petroleum or petroleum products or gases, poisons, etiology (biological) agents, flammables, corrosives or any substance determined to be hazardous or toxic under any federal or state law, statute or regulation.

“Highway Code” – The Illinois Highway Code, 605 ILCS 5/1-101 et seq., as amended from time to time.

“Holder” – A person or entity that has received authorization to offer or provide cable or video service from the Illinois Commerce Commission (the “ICC”) pursuant to the Illinois Cable and Video Competition Law, 220 ILCS 5/21-401.

“IDOT” – Illinois Department of Transportation.

“ICC” – Illinois Commerce Commission.

“Jacking” – Pushing a pipe horizontally under a roadway by mechanical means with or without boring.

“Jetting” – Pushing a pipe through the earth using water under pressure to create a cavity ahead of the pipe.

“Joint Use” – The use of pole lines, trenches or other facilities by two or more utilities.

“J.U.L.I.E.” – The Joint Utility Locating Information for Excavators utility notification program.

“Major Intersection” – The intersection of two or more major arterial roads.

“Occupancy” – The presence of facilities on, over or under right-of-way.

“Parallel Facility” – A facility that is generally parallel or longitudinal to the centerline of a right-of-way.

“Parkway” – Any portion of the right-of-way not improved by street or sidewalk.

“Pavement Cut” – The removal of an area of pavement for access to facility or for the construction of a facility.

“Permittee” – That entity to which a permit has been issued pursuant to Section 19-67 and 19-68 of this Article.

“Practicable” – That which is performable, feasible or possible, rather than that which is simply convenient.

“Pressure” – The internal force acting radially against the walls of a carrier pipe expressed in pounds per square inch gauge (psig).

“Petroleum Products Pipelines” – Pipelines carrying crude or refined liquid petroleum products including, but not limited to, gasoline, distillates, propane, butane, or coal- slurry.

“Prompt” – That which is done within a period of time specified by the Village. If no time period is specified, the period shall be 30 days.

“Public Entity” – A legal entity that constitutes or is part of the government, whether at local, state or federal level.

“Restoration” – The repair of a right-of-way, highway, roadway, or other area disrupted by the construction of a facility.

“Right-of-Way” or “Rights-of-Way” – Any street, alley, other land or waterway, dedicated or commonly used for pedestrian, roadway or utility purposes, including utility easements in which the Village has the right and authority to authorize, regulate or permit the location of facilities other than those of the Village. “Right-of-Way” or “Rights-of-Way” shall not include any real or personal Village property that is not specifically described in the previous two sentences and shall not include Village buildings, fixtures, and other structures or improvements, regardless of whether they are situated in the right-of-way.

“Roadway” – That part of the right-of-way that includes the pavement and shoulders.

“Sale of Telecommunications at Retail” – The transmitting, supplying, or furnishing of telecommunications and all services rendered in connection therewith for a consideration, other than between a parent corporation and its wholly owned subsidiaries or between wholly owned subsidiaries, when the gross charge made by one such corporation to another such corporation is not greater than the gross charge paid to the retailer for their use or consumption and not for sale.

“Security Fund” – That amount of security required pursuant to Section 19-73.

“Shoulder” – A width of roadway, adjacent to the pavement, providing lateral support to the pavement edge and providing an area for emergency vehicular stops and storage of snow removed from the pavement.

“Small Wireless Facilities” – See definition in Section 19-84.

“Sound Engineering Judgment” – A decision(s) consistent with generally accepted engineering principles, practices and experience.

“Standard Specifications” – Most recently adopted version of IDOT standard specifications for road and bridge construction.

“Telecommunications” – This term includes, but is not limited to, messages or information transmitted through use of local, toll, and wide area telephone service, channel services, telegraph services, teletypewriter service, computer exchange service, private line services, specialized mobile radio services, cellular mobile telecommunications services, stationary two-way radio service, paging service or any other form of commercial mobile or portable one-way or two-way communications, and any other transmission of messages or information by electronic or similar means, between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite, or similar facilities. **Unless the context clearly requires otherwise, "telecommunications" shall also include wireless telecommunications as defined in the Illinois Telecommunications Infrastructure Maintenance Fee Act, 35 ILCS 635/1 et seq.** For purposes of this definition,

“Private Line” means a dedicated ~~non-traffic~~**nontraffic** sensitive service for a single **customer and/or a dedicated nontraffic sensitive service for a single customer that entitles the** customer to exclusive or priority use of a communications channel, or a group of such channels, from one or more specified locations to one or more other specified locations. “Telecommunications” shall not include value added services in which computer processing applications are used to act on the form, content, code, and protocol of the information for purposes other than transmission. “Telecommunications” shall not include purchase of telecommunications by a telecommunications service provider for use as a component part of the service provided by such provider to the ultimate retail consumer who originates or terminates the end-to-end communications. “Telecommunications” shall not include the provision of cable services through a cable system as defined in the Cable Communications Act of 1984 (47 U.S.C. Sections 521 and following), as now or hereafter amended, or cable or other programming services subject to an open video system fee payable to the Village through an open video system as defined in the Rules of the Federal Communications Commission (47 C.F.R. 76.1550 and following) as now or hereafter amended.

“Telecommunications Provider” – Means any person that installs, owns, operates or controls facilities in the right-of-way used or designed to be used to transmit telecommunications in any form.

“Telecommunications Retailer” – Means and includes every person engaged in making sales of telecommunications at retail as defined herein.

“Trench” – A relatively narrow open excavation for the installation of an underground facility.

“Utility” – The individual or entity owning or operating any facility as defined in this Article.

“Vent” – A pipe to allow the dissipation into the atmosphere of gases or vapors from an underground casing.

“Video Service” – That term as defined in section 21-201(v) of the Illinois Cable and Video Competition Law of 2007, 220 ILCS 21-201(v)

“Village” – The Village of Deerfield, Illinois.

“Village’s Design Manual” – The Village of Deerfield’s construction specifications and requirements embodied in a booklet or manual.

“Water Lines” – Pipelines carrying raw or potable water.

“Wet Boring” – Boring using water under pressure at the cutting auger to soften the earth and to provide a sluice for the excavated material.

Sec. 19-66. Annual Registration Required.

Every utility that occupies right-of-way within the Village shall register on January 1 of each year with the Director of Public Works and Engineering, or designee, providing the utility’s name,

address and regular business telephone and telecopy numbers, the name of one or more contact persons who can act on behalf of the utility in connection with emergencies involving the utility's facilities in the right-of-way and a 24-hour telephone number for each such person, and evidence of insurance as required in Section 19-71 of this Article, in the form of a certificate of insurance.

Sec. 19-67. Permit Required; Applications and Fees.

(a) Permit Required. No person shall construct (as defined in this Article) any facility on, over, above, along, upon, under, across, or within any Village right-of-way which (1) changes the location of the facility, (2) adds a new facility, (3) disrupts the right-of-way (as defined in this Article), or (4) materially increases the amount of area or space occupied by the facility on, over, above, along, under across or within the right-of-way, without first filing an application with the Director of Public Works and Engineering and obtaining a permit from the Village therefor, except as otherwise provided in this Article. No permit shall be required for installation and maintenance of service connections to customers' premises where there will be no disruption of the right-of-way. Small wireless facilities shall also be subject to the permit requirements of Section 19-84 of this Article.

(b) Permit Application. All applications for permits pursuant to this Article shall be filed on a form provided by the Village and shall be filed electronically. The applicant may designate those portions of its application materials that it reasonably believes contain proprietary or confidential information as "proprietary" or "confidential" by clearly marking each page of such materials accordingly. Small wireless facilities shall also be subject to the application requirements of Section 19-84 of this Article.

(c) Minimum General Application Requirements. The application shall be made by the utility or its duly authorized representative and shall contain, at a minimum, the following:

- (1) The utility's name and address and telephone and telecopy numbers;
- (2) The applicant's name and address, if different than the utility, its telephone, telecopy numbers, e-mail address, and its interest in the work;
- (3) The names, addresses and telephone and telecopy numbers of all professional consultants, if any, advising the applicant with respect to the application;
- (4) A general description of the proposed work and the purposes and intent of the facility and the uses to which the facility will be put. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed;
- (5) Evidence that the utility has placed on file with the Village:

- (i) A written traffic control plan demonstrating the protective measures and devices that will be employed consistent with the Illinois Manual on Uniform Traffic Control Devices and the Illinois Highway Standards, to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic; and
 - (ii) An emergency contingency plan which shall specify the nature of potential emergencies, including, without limitation, construction and hazardous materials emergencies, and the intended response by the applicant. The intended response shall include notification to the Village and shall promote protection of the safety and convenience of the public. Compliance with ICC regulations for emergency contingency plans constitutes compliance with this Section unless the Village finds that additional information or assurances are needed;
- (6) Drawings, plans and specifications showing the work proposed, including the certification of an engineer that such drawings, plans, and specifications comply with applicable codes, rules, and regulations;
 - (7) Evidence of insurance as required in Section 19-71 of this Article;
 - (8) Evidence of posting of the security fund as required in Section 19-73 of this Article;
 - (9) Any request for a variance from one or more provisions of this Article (See Section 19-~~84~~85); and
 - (10) Such additional information as may be reasonably required by the Village.

(d) Supplemental Application Requirements for Specific Types of Utilities. In addition to the requirements of Subsection (c) of this Section, the permit application shall include the following items as applicable to the specific utility that is the subject of the permit application:

- (1) In the case of the installation of a new electric power, communications, telecommunications, cable service, video service or natural gas distribution system installation, evidence that any “Certificate of Public Convenience and Necessity” or other regulatory authorization that the applicant is required by law to obtain, or that applicant has elected to obtain, has been issued by the ICC or other jurisdictional authority;
- (2) In the case of natural gas systems, state the proposed pipe size, design, construction class, and operating pressures;

- (3) In the case of water lines, indicate that all requirements of the Illinois Environmental Protection Agency, Division of Public Water Supplies, have been satisfied and provide copies of IEPA permits;
- (4) In the case of sewer line installations, indicate that the land and water pollution requirements of the Illinois Environmental Protection Agency, Division of Water Pollution Control and the Metropolitan Water Reclamation District (where applicable) or other local or state entities with jurisdiction, have been satisfied; or
- (5) In the case of petroleum products pipelines, state the type or types of petroleum products, pipe size, maximum working pressure, and the design standard to be followed.

(6) In the case of small wireless facilities, applications shall address all items required by Section 19-84.

(e) Applicant's Duty to Update Information. Throughout the entire permit application review period and the construction period authorized by the permit, any amendments to information contained in a permit application shall be submitted by the utility in writing to the Village within thirty (30) days after the change necessitating the amendment.

(f) Application Fees. Unless otherwise provided by franchise, license, or similar agreement, all applications for permits pursuant to this Article shall be accompanied by a fee in the amount established in the annual fee resolution of the Village of Deerfield. No application fee is required to be paid by any electric utility that is paying the municipal electricity infrastructure maintenance fee pursuant to the Electricity Infrastructure Maintenance Fee Act.

Sec. 19-68. Action on Permit Applications.

(a) Village Review of Permit Applications. Completed permit applications, containing all required documentation, shall be examined by the Director of Public Works and Engineering within a reasonable time after filing. If the application does not conform to the requirements of all applicable ordinances, codes, laws, rules, and regulations, the Director of Public Works and Engineering shall reject such application in writing, stating the reasons therefor. If the Director of Public Works and Engineering are satisfied that the proposed work conforms to the requirements of this Article and all applicable ordinances, codes, laws, rules, and regulations, the Director shall issue a permit therefor as soon as practicable. In all instances, it shall be the duty of the applicant to demonstrate, to the satisfaction of the Director of Public Works and Engineering, that the construction proposed under the application shall be in full compliance with the requirements of this Article.

(b) Additional Village Review of Applications of Telecommunications Retailers.

- (1) Pursuant to Section 4 of the Telephone Company Act, 220 ILCS 65/4, a telecommunications retailer shall notify the Village that it intends to

commence work governed by this Article for facilities for the provision of telecommunications services. Such notice shall consist of plans, specifications, and other documentation sufficient to demonstrate the purpose and intent of the facilities, and shall be provided by the telecommunications retailer to the Village not less than ten (10) days prior to the commencement of work requiring no excavation and not less than thirty (30) days prior to the commencement of work requiring excavation. The Director of Public Works and Engineering shall specify the portion of the right-of-way upon which the facility may be placed, used and constructed.

- (2) In the event that the Director of Public Works and Engineering fails to provide such specification of location to the telecommunications retailer within either (i) ten (10) days after service of notice to the Village by the telecommunications retailer in the case of work not involving excavation for new construction or (ii) twenty-five (25) days after service of notice by the telecommunications retailer in the case of work involving excavation for new construction, the telecommunications retailer may commence work without obtaining a permit under this Article. For purposes of determining when the ten or twenty-five day period specified in this sub-section begins, service of notice to the Village shall be considered to have occurred on the date that the Village has received all of the documentation required to be submitted under Section 19-68(b)(1)
- (3) Upon the provision of such specification by the Village, where a permit is required for work pursuant to Section 19-67 of this Article the telecommunications retailer shall submit to the Village an application for a permit and any and all plans, specifications and documentation available regarding the facility to be constructed. Such application shall be subject to the requirements of Subsection (a) of this Section.

(c) Additional Village Review of Applications of Holders of State Authorization under the Cable and Video Competition Law of 2007. Applications by a utility that is a holder of a State-issued authorization under the Cable and Video Competition Law of 2007 shall be deemed granted forty-five (45) days after the submission to the Village, unless otherwise acted upon the Village, provided the holder has complied with all applicable Village codes, ordinances and regulations.

Sec. 19-69. Effect of Permit.

(a) Authority Granted; No Property Right or Other Interest Created. A permit from the Village authorizes a permittee to undertake only certain activities in accordance with this Article on Village rights-of-way, and does not create a property right or grant authority to the permittee to impinge upon the rights of others who may have an interest in the rights-of-way.

(b) Compliance with All Laws Required. The issuance of a permit by the Village does not excuse the permittee from complying with other requirements of the Village and all applicable statutes, laws, ordinances, rules, and regulations.

Sec. 19-70. Revised Permit Drawings.

In the event that the actual locations of any facilities deviate in any material respect from the locations identified in the plans, drawings and specifications submitted with the permit application, the permittee shall submit a revised set of drawings or plans to the Village within ninety (90) days after the completion of the permitted work. The revised drawings or plans shall specifically identify where the locations of the actual facilities deviate from the locations approved in the permit. If any deviation from the permit also deviates from the requirements of this Article, it shall be treated as a request for variance in accordance with Section 19-84 of this Article. If the Village denies the request for a variance, then the permittee shall either remove the facility from the right-of-way or modify the facility so that it conforms to the permit and submit revised drawings or plans therefor.

Sec. 19-71. Insurance.

(a) Required Coverages and Limits. Unless otherwise provided by franchise, license, or similar agreement, each utility occupying right-of-way or constructing any facility in the right-of-way shall secure and maintain the following liability insurance policies insuring the utility as named insured and naming the Village, and its elected and appointed officers, officials, agents, and employees as additional insureds on the policies listed in paragraphs (1) and (2) below:

- (1) Commercial general liability insurance, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as “X”, “C”, and “U” coverages) and products-completed operations coverage with limits not less than:
 - (i) Five million dollars (\$5,000,000) for bodily injury or death to each person;
 - (ii) Five million dollars (\$5,000,000) for property damage resulting from any one accident; and
 - (iii) Five million dollars (\$5,000,000) for all other types of liability;
- (2) Automobile liability for owned, non-owned and hired vehicles with a combined single limit of one million dollars (\$1,000,000) for personal injury and property damage for each accident;
- (3) Worker’s compensation with statutory limits; and
- (4) Employer’s liability insurance with limits of not less than one million dollars (\$1,000,000) per employee and per accident.

(5) Property insurance for its property replacement cost against all risks.

If the utility is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this Section.

(b) Excess or Umbrella Policies. The coverages required by this Section may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

(c) Copies Required. The utility shall provide copies of any of the policies required by this Section to the Village within ten (10) days following receipt of a written request therefor from the Village. In lieu of a copy of the policy, a certificate indicating that the insurance policies required by this Section have been obtained and are in force, may be submitted with the approval of the Director of Public Works and Engineering.

(d) Maintenance and Renewal of Required Coverages. The insurance policies required by this Section shall contain the following endorsement:

“It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until ten (10) days after receipt by the Village, by registered mail or certified mail, return receipt requested, of a written notice addressed to the Village Manager of such intent to cancel or not to renew.”

Within seven days after receipt by the Village of said notice, and in no event later than three days prior to said cancellation, the utility shall obtain and furnish to the Village evidence of replacement insurance policies meeting the requirements of this Section.

(e) Self-Insurance. A utility may self-insure all or a portion of the insurance coverage and limit requirements required by Subsection (a) of this Section. A utility that self-insures is not required, to the extent of such self-insurance, to comply with the requirement for the naming of additional insureds under Subsection (a), or the requirements of Subsections (b), (c) and (d) of this Section. A utility that elects to self-insure shall provide to the Village evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limit requirements required under Subsection a) of this Section, such as evidence that the utility is a “private self insurer” under the Workers Compensation Act.

(f) Effect of Insurance and Self-Insurance on Utility’s Liability. The legal liability of the utility to the Village and any person for any of the matters that are the subject of the insurance policies or self-insurance required by this Section shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.

Sec. 19-72. Indemnification.

By occupying or constructing facilities in the right-of-way, a utility shall be deemed to agree to defend, indemnify and hold the Village and its elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees, and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the utility or its affiliates, officers, employees, agents, contractors or subcontractors in the construction of facilities or occupancy of the rights-of-way, and in providing or offering service over the facilities, whether such acts or omissions are authorized, allowed or prohibited by this Article or by a franchise, license, or similar agreement; provided, however, that the utility's indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses arising out of or resulting from the negligence, misconduct or breach of this Article by the Village, its officials, officers, employees, agents or representatives. A utility shall also waive any claims it may have against the Village with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

Sec. 19-73. Security.

(a) Purpose. The permittee shall establish a Security Fund in a form and in an amount as set forth in this Section. The Security Fund shall be continuously maintained in accordance with this Section at the permittee's sole cost and expense until the completion of the work authorized under the permit. The Security Fund shall serve as security for:

- (1) The faithful performance by the permittee of all the requirements of this Article;
- (2) Any expenditure, damage, or loss incurred by the Village occasioned by the permittee's failure to comply with any codes, rules, regulations, orders, permits and other directives of the Village issued pursuant to this Article; and
- (3) The payment by permittee of all liens and all damages, claims, costs, or expenses that the Village may pay or incur by reason of any action or non-performance by permittee in violation of this Article including, without limitation, any damage to public property or restoration work the permittee is required by this Article to perform that the Village must perform itself or have completed as a consequence solely of the permittee's failure to perform or complete, and all other payments due the Village from the permittee pursuant to this Article or any other applicable law.

(b) Form. The permittee shall provide the Security Fund to the Village in the form, at the permittee's election, of cash, a surety bond in a form acceptable to the Village, or an unconditional letter of credit in a form acceptable to the Village. Any surety bond or letter of credit provided pursuant to this Subsection shall, at a minimum:

- (1) Provide that it will not be canceled without prior notice to the Village and the permittee;
- (2) Not require the consent of the permittee prior to the collection by the Village of any amounts covered by it; and
- (3) Shall provide a location within Cook, McHenry, Lake, Kane, or DuPage Counties, Illinois at which it can be drawn.

(c) Amount. The dollar amount of the Security Fund shall be sufficient to provide for the reasonably estimated cost to restore the right-of-way to at least as good a condition as that existing prior to the construction under the permit, as determined by the Village, and may also include reasonable, directly related costs that the Village estimates are likely to be incurred if the permittee fails to perform such restoration. Where the construction of facilities proposed under the permit will be performed in phases in multiple locations in the Village, with each phase consisting of construction of facilities in one location or a related group of locations, and where construction in another phase will not be undertaken prior to substantial completion of restoration in the previous phase or phases, the Village may, in the exercise of sound discretion, allow the permittee to post a single amount of security which shall be applicable to each phase of the construction under the permit. The amount of the Security Fund for phased construction shall be equal to the greatest amount that would have been required under the provisions of this Subsection c) for any single phase.

(d) Withdrawals. The Village, upon fourteen (14) days' advance written notice stating the reason for, and its intention to exercise withdrawal rights under this Subsection, may withdraw an amount from the Security Fund, provided that the permittee has not reimbursed the Village for such amount within the fourteen (14) day notice period. Withdrawals may be made if the permittee:

- (1) Fails to make any payment required to be made by the permittee hereunder;
- (2) Fails to pay any liens relating to the facilities that are due and unpaid;
- (3) Fails to reimburse the Village for any damages, claims, costs or expenses which the Village has been compelled to pay or incur by reason of any action or non-performance by the permittee; or
- (4) Fails to comply with any provision of this Article that the Village determines can be remedied by an expenditure of an amount in the Security Fund.

(e) Replenishment. Within fourteen (14) days after receipt of written notice from the Village that any amount has been withdrawn from the Security Fund, the permittee shall restore the Security Fund to the amount specified in Subsection c) of this Section.

(f) Interest. The permittee may request that any and all interest accrued on the amount in the Security Fund be returned to the permittee by the Village, upon written request for said

withdrawal to the Village, provided that any such withdrawal does not reduce the Security Fund below the minimum balance required in Subsection c) of this Section.

(g) Closing and Return of Security Fund. Upon completion of the work authorized under the permit, the permittee shall be entitled to the return of the Security Fund, or such portion thereof as remains on deposit, within a reasonable time after account is taken for all offsets necessary to compensate the Village for failure by the permittee to comply with any provisions of this Article or other applicable law. In the event of any revocation of the permit, the Security Fund, and any and all accrued interest therein, shall become the property of the Village to the extent necessary to cover any reasonable costs, loss or damage incurred by the Village as a result of said revocation, provided that any amounts in excess of said costs, loss or damage shall be refunded to the permittee.

(h) Rights Not Limited. The rights reserved to the Village with respect to the Security Fund are in addition to all other rights of the Village, whether reserved by this Article or otherwise authorized by law, and no action, proceeding or exercise of right with respect to said Security Fund shall affect any other right the Village may have. Notwithstanding the foregoing, the Village shall not be entitled to a double monetary recovery with respect to any of its rights which may be infringed or otherwise violated.

Sec. 19-74. Permit Suspension and Revocation.

(a) Village Right to Revoke Permit. The Village may revoke or suspend a permit issued pursuant to this Article for one or more of the following reasons:

- (1) Fraudulent, false, misrepresenting, or materially incomplete statements in the permit application;
- (2) Non-compliance with this Article;
- (3) Permittee's physical presence or presence of permittee's facilities on, over, above, along, upon, under, across, or within the public rights-of-way presents a direct or imminent threat to the public health, safety, or welfare;
or
- (4) Permittee's failure to construct the facilities substantially in accordance with the permit and approved plans.

(b) Notice of Revocation or Suspension. The Village shall send written notice of its intent to revoke or suspend a permit issued pursuant to this Article stating the reason or reasons for the revocation or suspension and the alternatives available to permittee under this Section.

(c) Permittee Alternatives Upon Receipt of Notice of Revocation or Suspension. Upon receipt of a written notice of revocation or suspension from the Village, the permittee shall have the following options:

- (1) Immediately provide the Village with evidence that no cause exists for the revocation or suspension;
- (2) Immediately correct, to the satisfaction of the Village, the deficiencies stated in the written notice, providing written proof of such correction to the Village within five (5) working days after receipt of the written notice of revocation;
- (3) Immediately remove the facilities located on, over, above, along, upon, under, across, or within the public rights-of-way and restore the rights-of-way to the satisfaction of the Village providing written proof of such removal to the Village within ten (10) days after receipt of the written notice of revocation.

The Village may, in its discretion, for good cause shown, extend the time periods provided in this Subsection; ~~or.~~

(d) Stop Work Order. In addition to the issuance of a notice of revocation or suspension, the Village may issue a stop work order immediately upon discovery of any of the reasons for revocation set forth within Subsection (a) of this Section.

(e) Failure or Refusal of the Permittee to Comply. If the permittee fails to comply with the provisions of Subsection (c) of this Section, the Village or its designee may, at the option of the Village: (1) correct the deficiencies; (2) upon not less than twenty (20) days' notice to the permittee, remove the subject facilities or equipment; or (3) after not less than thirty (30) days' notice to the permittee of failure to cure the non-compliance, deem them abandoned and property of the Village. The permittee shall be liable in all events to the Village for all costs of removal.

Sec. 19-75. Change of Ownership or Owner's Identity or Legal Status.

(a) Notification of Change. A utility shall notify the Village no less than thirty (30) days prior to the transfer of ownership of any facility in the right-of-way or change in identity of the utility. The new owner of the utility or the facility shall have all the obligations and privileges enjoyed by the former owner under the permit, if any, and all applicable laws, ordinances, rules and regulations, including this Article, with respect to the work and facilities in the right-of-way.

(b) Amended Permit. A new owner shall request that any current permit be amended to show current ownership. If the new owner fails to have a new or amended permit issued in its name, the new owner shall be presumed to have accepted, and agreed to be bound by, the terms and conditions of the permit if the new owner uses the facility or allows it to remain on the Village's right-of-way.

(c) Insurance and Bonding. All required insurance coverage or bonding must be changed to reflect the name of the new owner upon transfer.

Sec. 19-76. General Construction Standards.

(a) Standards and Principles. All construction in the right-of-way shall be consistent with applicable ordinances, codes, laws, rules and regulations, and commonly recognized and accepted traffic control and construction principles, sound engineering judgment and, where applicable, the principles and standards set forth in any applicable ordinances, rules, regulations or manuals of the Village and in the following IDOT publications, as amended from time to time:

- (1) Standard Specifications for Road and Bridge Construction;
- (2) Supplemental Specifications and Recurring Special Provisions;
- (3) Highway Design Manual;
- (4) Highway Standards Manual;
- (5) Standard Specifications for Traffic Control Items;
- (6) Illinois Manual on Uniform Traffic Control Devices (92 Ill. Adm. Code § 545);
- (7) Flagger's Handbook; and
- (8) Work Site Protection Manual for Daylight Maintenance Operations.

(b) Interpretation of Municipal Standards and Principles. If a discrepancy exists between or among differing principles and standards required by this Article, the Village Engineer shall determine, in the exercise of sound engineering judgment, which principles apply and such decision shall be final. If requested, the Village Engineer shall state which standard or principle will apply to the construction, maintenance, or operation of a facility in the future.

Sec. 19-77. Traffic Control.

(a) Minimum Requirements. The Village's minimum requirements for traffic protection are contained in IDOT's Illinois Manual of Uniform Traffic Control Devices and this Code. The Village Director of Public Works and Engineering may require that additional traffic protection measures be taken, if because of the location where the work is to be performed or because of anticipated high traffic volumes, he determines additional traffic protection measures are warranted.

(b) Warning Signs, Protective Devices, and Flaggers. The utility is responsible for providing and installing warning signs, protective devices and flaggers, when necessary, meeting all applicable federal, state, and local requirements for protection of the public and the utility's workers when performing any work on the public rights-of-way.

(c) Interference with Traffic. All work shall be phased so that there is minimum interference with pedestrian and vehicular traffic. The Director of Public Works and Engineering may prohibit work from being performed at specified hours or on specified days where higher than usual traffic volumes are anticipated.

(d) Notice When Access is Blocked. At least forty-eight (48) hours prior to beginning work that will partially or completely block access to any residence, business or institution, the utility shall notify the resident, business or institution of the approximate beginning time and duration of such work; provided, however, that in cases involving emergency repairs pursuant to Section 19-83 of this Article, the utility shall provide such notice as is practicable under the circumstances.

(e) Compliance. The utility shall take immediate action to correct any deficiencies in traffic protection requirements that are brought to the utility's attention by the Village.

Sec. 19-78. Location of Facilities.

(a) General Requirements. In addition to location requirements applicable to specific types of utility facilities, all utility facilities, regardless of type, shall be subject to the general location requirements of this subsection.

- (1) No Interference with Village Facilities. No utility facilities shall be placed in any location if the Director of Public Works and Engineering determines that the proposed location will require the relocation or displacement of any of the Village of Deerfield's utility facilities or will otherwise interfere with the operation or maintenance of any of the Village of Deerfield's utility facilities.
- (2) Minimum Interference and Impact. The proposed location shall cause only the minimum possible interference with the use of the right-of-way and shall cause only the minimum possible impact upon, and interference with the rights and reasonable convenience of property owners who adjoin said right-of-way.
- (3) No Interference with Travel. No utility facility shall be placed in any location that interferes with the usual travel on such right-of-way.
- (4) No Limitations on Visibility. No utility facility shall be placed in any location so as to limit visibility of or by users of the right-of-way.
- (5) Size of Utility Facilities. The proposed installation shall use the smallest suitable vaults, boxes, equipment enclosures, power pedestals, and/or cabinets then in use by the facility owner, regardless of location, for the particular application.

(b) Parallel Facilities Located Within Rights-of-Way.

- (1) Overhead Parallel Facilities. An overhead parallel facility may be located within the right-of-way only if overhead utility facilities already exist in the area of the right-of-way where the overhead parallel facility is proposed to be located and if:

- (i) Lines are located as near as practicable to the right-of-way line and as nearly parallel to the right-of-way line as reasonable pole alignment will permit;
 - (ii) Where pavement is curbed, poles are as remote as practicable from the curb with a minimum distance of two feet (0.6 m) behind the face of the curb, where available;
 - (iii) Where pavement is uncurbed, poles are as remote from pavement edge as practicable with minimum distance of four feet (1.2 m) outside the outer shoulder line of the roadway and are not within the clear zone;
 - (iv) No pole is located in the ditch line of a highway; and
 - (v) Any ground-mounted appurtenance is located within one foot (0.3 m) of the right-of-way or as near as possible to the right-of-way line.
- (2) Underground Parallel Facilities. An underground parallel facility may be located within the right-of-way only if approved by the Director of Public Works and Engineering and:
- (i) The facility is located as near the right-of-way line as practicable and not more than eight (8) feet (2.4 m) from and parallel to the right-of-way line, and five (5) feet (1.5 m) from any water main;
 - (ii) A new facility may be located under the paved portion of a roadway only if other locations are impracticable or inconsistent with sound engineering judgment (e.g., a new cable may be installed in existing conduit without disrupting the pavement); and
 - (iii) In the case of an underground power or communications line, the facility shall be located as approved by the Director of Public Works and Engineering and any above-grounded appurtenance shall be located within one foot (0.3 m) of the right-of-way line or as near as practicable.
- (c) Facilities Crossing Roadways.
- (1) No Future Disruption. The construction and design of crossing facilities installed between the ditch lines or curb lines of Village roadways may require the incorporation of materials and protections (such as encasement or additional cover) to avoid settlement or future repairs to the roadway resulting from the installation of such crossing facilities.
 - (2) Culverts or Drainage Facilities. Crossing facilities shall not be located in culverts, or drainage facilities.

- (3) 90 Degree Crossing Required. Crossing facilities shall cross at or as near to a ninety (90) degree angle to the centerline as practicable, unless otherwise approved by the Village Engineer.
- (4) Overhead Power or Communication Facility. An overhead power or communication facility may cross a right-of-way only if:
 - (i) It has a minimum vertical line clearance as required by ICC’s rules entitled, “Construction of Electric Power and Communication Lines” (83 Ill. Adm. Code 305);
 - (ii) Poles are located within one (1) foot (0.3 m) of the right-of-way line and outside of the clear zone; and
 - (iii) Overhead crossings at major intersections are avoided.
- (5) Underground Power or Communication Facility. An underground power or communication facility may cross a right-of-way only if:
 - (i) The design materials and construction methods will provide maximum maintenance-free service life; and
 - (ii) Capacity for the utility’s foreseeable future expansion needs is provided in the initial installation.
- (6) Markers. The Village may require the utility to provide a marker at each right-of-way line where an underground facility other than a power or communication facility crosses a highway. Each marker shall identify the type of facility, the utility, and an emergency phone number. Markers may also be eliminated as provided in current Federal regulations. (49 C.F.R. 192.707).

(d) Facilities to be Located Within Particular Rights-of-Way. The Village may require that facilities be located within particular rights-of-way (a public utility easement, for example) that are not highways, rather than within particular highways.

(e) Freestanding Facilities.

- (1) The Village may restrict the location and size of any freestanding facility located within a right-of-way.
- (2) All freestanding facilities located within a right-of-way shall be located underground to the greatest extent possible, as determined by the Village Engineer, and to the extent that the Village Engineer determines that it is not technically possible to install any such facilities underground, such facilities shall be substantially screened from view by landscaping pursuant

to a landscaping plan which shall be approved in advance by the Village Engineer and the Village Manager.

- (3) All freestanding facilities within any right-of-way shall be so located so as to cause only the minimum possible interference with the use of such right-of-way and so as to cause only the minimum possible impact upon, and interference with the rights and reasonable convenience of property owners who adjoin said right-of-way. No freestanding facilities shall be placed within any right-of-way in such a manner to interfere with the usual travel on such right-of-way, nor shall such facilities limit the visibility of vehicular and/or pedestrian traffic within such right-of-way.

if: (f) Facilities Installed Above Ground. Above ground facilities may be installed only

- (1) No other existing facilities in the area are located underground;
- (2) New underground installation is not technically feasible as determined by the Director of Public Works and Engineering; and
- (3) The proposed installation will be made at a location, and will employ suitable design and materials, to provide the greatest protection of aesthetic qualities of the area being traversed without adversely affecting safety. Suitable designs include, but are not limited to, self-supporting, armless, single-pole construction with vertical configuration of conductors and cable and shall, in any event, include screening by landscaping pursuant to a landscape plan approved in advance by the Director of Public Works and Engineering. Existing utility poles and light standards shall be used wherever practicable – the installation of additional utility poles is strongly discouraged.
- (4) The above ground facilities installed are located so as to cause only minimal interference with the use of any right-of-way within which the facilities are installed and with the rights and reasonable convenience of property owners who adjoin said right-of-way.
- (5) The smallest suitable vaults, boxes, equipment enclosures, power pedestals, and/or cabinets then in use by the facility owner for the type of above ground facility shall be used.
- (6) For purposes of this Article, a facility shall be considered above ground if more than ten percent of the overall height of the facility measured from the base or bottom support of the facility is located above ground.

(g) Facility Attachments to Bridges or Roadway Structures.

- (1) Facilities may be installed as attachments to bridges or roadway structures only where the utility has demonstrated that all other means of accommodating the facility are not practicable. Other means shall include, but are not limited to, underground, underwater, independent poles, cable supports and tower supports, all of which are completely separated from the bridge or roadway structure. Facilities transmitting commodities that are volatile, flammable, corrosive, or energized, especially those under significant pressure or potential, present high degrees of risk and such installations are not permitted.

- (2) A utility shall include in its request to accommodate a facility installation on a bridge or roadway structure supporting data demonstrating the impracticability of alternate routing. Approval or disapproval of an application for facility attachment to a bridge or roadway structure will be based upon the following considerations:
 - (i) The type, volume, pressure or voltage of the commodity to be transmitted and an evaluation of the resulting risk to persons and property in the event of damage to or failure of the facility;
 - (ii) The type, length, value, and relative importance of the roadway structure in the transportation system;
 - (iii) The alternative routings available to the utility and their comparative practicability;
 - (iv) The proposed method of attachment;
 - (v) The ability of the structure to bear the increased load of the proposed facility;
 - (vi) The degree of interference with bridge maintenance and painting;
 - (vii) The effect on the visual quality of the structure; and
 - (viii) The public benefit expected from the utility service as compared to the risk involved.
 - (ix) Village may have an independent investigation done by a structural engineer with the cost of the investigation born by the applicant.
 - (x) Facility attachments to bridges or roadway structures may require a review by IDOT.

(h) Appearance Standards.

- (1) The Village may prohibit the installation of facilities in particular locations in order to preserve visual quality.
- (2) A facility may be constructed only if its construction does not require extensive removal or alteration of trees or terrain features visible to the right-of-way user or to adjacent residents and property owners, and if it does not impair the aesthetic quality of the lands being traversed.

(i) Small wireless facilities shall be subject to the additional requirements of Section 19-84 and the SWF Act.

Sec. 19-79. Construction Methods and Materials.

(a) Standards and Requirements for Particular Types of Construction Methods.

(1) Boring or Jacking.

- (i) Pits and Shoring. Boring or jacking under rights-of-way shall be accomplished from pits located at a minimum distance specified by the Director of Public Works and Engineering from the edge of the pavement. Pits for boring or jacking shall be excavated no more than 48 hours in advance of boring or jacking operations and backfilled within 48 hours after boring or jacking operations are completed. While pits are open, they shall be clearly marked and protected by barricades. Shoring shall be designed, erected, supported, braced, and maintained so that it will safely support all vertical and lateral loads that may be imposed upon it during the boring or jacking operation.
- (ii) Wet Boring or Jetting. Wet boring or jetting shall not be permitted under the roadway.
- (iii) Borings with Diameters Greater Than 6 Inches. Borings over six inches (0.15 m) in diameter shall be accomplished with an auger and following pipe, and the diameter of the auger shall not exceed the outside diameter of the following pipe by more than one inch (25 mm).
- (iv) Borings with Diameters 6 Inches or Less. Borings of six inches or less in diameter may be accomplished by either jacking, guided with auger, or auger and following pipe method.
- (v) Tree Preservation. Any facility located within the drip line of any tree designated by the Village to be preserved or protected shall be bored under or around the root system.

- (2) Trenching. Trenching for facility installation, repair, or maintenance on rights-of-way shall be done in accord with any applicable ordinances, rules, regulations or manuals of the Village and the applicable portions of Section 603 of IDOT's "Standard Specifications for Road and Bridge Construction."
- (i) Length. The length of open trench shall be kept to the practicable minimum consistent with requirements for pipe-line testing. Only one-half of any intersection may have an open trench at any time unless special permission is obtained from the Director of Public Works and Engineering.
- (ii) Open Trench and Excavated Material. Open trench and windrowed excavated material shall be protected as required by Chapter 6 of the Illinois Manual on Uniform Traffic Control Devices. Where practicable, the excavated material shall be deposited between the roadway and the trench as added protection. Excavated material shall not be allowed to remain on the paved portion of the roadway. Where right-of-way width does not allow for windrowing excavated material off the paved portion of the roadway, excavated material shall be hauled to an off-road location.
- (iii) Drip Line. The utility shall not trench within the drip line of any tree.
- (3) Backfilling.
- (i) Any pit, trench, or excavation created during the installation of facilities shall be backfilled for its full width, depth, and length using methods and materials in accordance with any applicable ordinances, rules, regulations or manuals of the Village and with IDOT's "Standard Specifications for Road and Bridge Construction." When excavated material is hauled away or is unsuitable for backfill, suitable granular backfill shall be used.
- (ii) For a period of three years from the date construction of a facility is completed, the utility shall be responsible to remove and restore any backfill area that has settled due to construction of the facility. If so ordered by the Director of Public Works and Engineering, the utility, at its expense, shall remove any pavement and backfill material to the top of the installed facility, place and properly compact new backfill material, and restore new pavement, sidewalk, curbs, and driveways to the proper grades, as determined by the Director of Public Works and Engineering.
- (4) Pavement Cuts. Pavement cuts for facility installation or repair shall be permitted on a roadway only if that portion of the roadway is closed to

traffic. If a variance to the limitation set forth in this paragraph is permitted under Section 19-121, the following requirements shall apply:

- (i) Any excavation under pavements shall be backfilled and compacted as soon as practicable with granular material of CA-6, FA-6, or flowable fill, as designated by the Director of Public Works and Engineering.
- (ii) Restoration of pavement, in kind, shall be accomplished as soon as practicable and temporary repair with bituminous mixture shall be provided immediately. Any subsequent failure of either the temporary repair or the restoration shall be rebuilt upon notification by the Village. Pavement restoration shall meet material requirements as specified in the Standard Specifications.
- (iii) All saw cuts shall be full depth.
- (iv) For all rights-of-way which have been reconstructed with a concrete surface/base in the last seven (7) years, or resurfaced in the last four (4) years, permits shall not be issued unless such work is determined to be an emergency repair or other work considered necessary and unforeseen before the time of the reconstruction or resurfacing or unless a pavement cut is necessary for a J.U.L.I.E. locate.

(5) Encasement.

- (i) Casing pipe shall be designed to withstand the load of the roadway and any other superimposed loads. The casing shall be continuous either by one-piece fabrication or by welding or jointed installation approved by the Village. Casing pipes shall be installed where required and approved by the Director of Public Works and Engineering.
- (ii) The venting, if any, of any encasement shall extend within one foot (0.3 m) of the right-of-way line. No above-ground vent pipes shall be located in the area established as clear zone for that particular section of the roadway.
- (iii) In the case of gas pipelines of 60 psig or less, encasement may be eliminated.
- (iv) In the case of gas pipelines or petroleum products pipelines with installations of more than 60 psig, encasement may be eliminated only if: (1) extra heavy pipe is used that precludes future maintenance or repair and (2) cathodic protection of the pipe is provided;

- (v) If encasement is eliminated for a gas or petroleum products pipeline, the facility shall be located so as to provide that construction does not disrupt the right-of-way.
- (6) Minimum Cover of Underground Facilities. Cover shall be provided and maintained at least in the amount specified in the following table for minimum cover for the type of facility:

TYPE OF FACILITY	MINIMUM COVER
Electric Lines	30 Inches (0.8 m)
Communication, Cable or Video Service Lines	24 Inches (0.6 m)
Gas or Petroleum Products	30 Inches (0.8 m)
Water Line	72 Inches (1.83 m)
Sanitary Sewer, Storm Sewer, or Drainage Line	Sufficient Cover to Provide Freeze Protection, as approved by Director of Public Works and Engineering

(b) Standards and Requirements for Particular Types of Facilities.

(1) Electric Power or Communication Lines.

- (i) Code Compliance. Electric power or communications facilities within Village rights-of-way shall be constructed, operated, and maintained in conformity with the provisions of 83 Ill. Adm. Code Part 305 (formerly General Order 160 of the Illinois Commerce Commission) entitled “Rules for Construction of Electric Power and Communications Lines”, and the National Electrical Safety Code.
- (ii) Overhead Facilities. Overhead power or communication facilities, if otherwise permitted under this Article, shall use single pole construction and, where practicable, joint use of poles shall be used. Utilities shall make every reasonable effort to design the installation so guys and braces will not be needed. Variances may be allowed if there is no feasible alternative and if guy wires are equipped with guy guards for maximum visibility.
- (iii) Underground Facilities. (1) Cable may be installed by trenching or plowing, provided that special consideration is given to boring in order to minimize damage when crossing improved entrances and side roads. (2) If a crossing is installed by boring or jacking, encasement shall be provided between jacking or bore pits.

Encasement may be eliminated only if: (a) the crossing is installed by the use of “moles,” “whip augers”, or other approved method which compress the earth to make the opening for cable installation or (b) the installation is by the open trench method which is only permitted prior to roadway construction. (3) Cable shall be grounded in accordance with the National Electrical Safety Code.

- (iv) Burial of Drops. All temporary service drops placed between November 1 of the prior year and March 15 of the current year, also known as snowdrops, shall be buried by May 31 of the current year, weather permitting, unless otherwise permitted by the Village. Weather permitting, utilities shall bury all temporary drops, excluding snowdrops, within ten (10) business days after placement.
- (2) Underground Facilities Other than Electric Power or Communication Lines. Underground facilities other than electric power or communication lines may be installed by:
- (i) the use of “moles”, “whip augers”, or other approved methods which compress the earth to move the opening for the pipe;
 - (ii) jacking or boring with encasement provided between the ditch lines or toes of slopes of the roadway;
 - (iii) open trench with vented encasement between ultimate ditch lines or toes of slopes, but only if prior to roadway construction;
 - (iv) tunneling with vented encasement, but only if installation is not possible by other means; or
 - (v) open trench in a manner approved by the Director of Public Works and Engineering.
- (3) Gas Transmission, Distribution and Service. Gas pipelines within rights-of-way shall be constructed, maintained, and operated in a Village approved manner and in conformance with the Federal Code of the Office of Pipeline Safety Operations, Department of Transportation, Part 192 - Transportation of Natural Gas and Other Gas by Pipeline: Minimum Federal Safety Standards (49 CFR 192), IDOT’s “Standard Specifications for Road and Bridge Construction,” and all other applicable laws, rules, and regulations.
- (4) Petroleum Products Pipelines. Petroleum products pipelines within rights-of-way shall conform to the applicable sections of ANSI Standard Code for Pressure Piping. (Liquid Petroleum Transportation Piping Systems ANSI-B 31.4).

- (5) Waterlines, Sanitary Sewer Lines. Storm Water Sewer Lines or Drainage Lines. Water lines, sanitary sewer lines, storm sewer lines, and drainage lines within rights-of-way shall meet or exceed the requirements of the Standard Specifications and the current “Standard Specifications for Water and Sewer Main Construction in Illinois”.
- (6) Ground Mounted Appurtenances. Ground mounted appurtenances to overhead or underground facilities, when permitted within a right-of-way, shall be provided with a vegetation-free area extending one foot (305 mm) in width beyond the appurtenance in all directions. The vegetation-free area may be provided by an extension of the mounting pad, or by heavy-duty plastic or similar material approved by the Director of Public Works and Engineering. With the approval of the Director of Public Works and Engineering, shrubbery surrounding the appurtenance may be used in place of vegetation-free area. The housing for ground-mounted appurtenances shall be painted a neutral color to blend with the surroundings.

(c) Materials.

- (1) General Standards. The materials used in constructing facilities within rights-of-way shall be those meeting the accepted standards of the appropriate industry, the requirements of the Village’s Design Manual, and the applicable portions of IDOT’s “Standards Specifications for Road and Bridge Construction”, the requirements of the Illinois Commerce Commission, or the standards established by other official regulatory agencies for the appropriate industry.
- (2) Material Storage on Right-of-Way. No material shall be stored in the right-of-way without the prior written approval of the Village Engineer. When such storage is permitted, all pipe, conduit, wire, poles, cross arms, or other materials shall be distributed along the right-of-way prior to and during installation in a manner to minimize hazards to the public or an obstacle to right-of-way maintenance or damage to the right-of-way and other property. If material is to be stored on right-of-way, prior approval must be obtained from the Village.
- (3) Hazardous Materials. The plans submitted by the utility to the Village shall identify any hazardous materials that may be involved in the construction of the new facilities or removal of any existing facilities.

(d) Operational Restrictions.

- (1) Construction operations on rights-of-way may, at the discretion of the Village, be required to be discontinued when such operations would create hazards to traffic or the public health, safety, and welfare. Such operations may also be required to be discontinued or restricted when conditions are

such that construction would result in extensive damage to the right-of-way or other property.

- (2) These restrictions may be waived by the Director of Public Works and Engineering when emergency work is required to restore vital utility services.
- (3) Works hours are as specified in the municipal code.

(e) Location of Existing Facilities. Any utility proposing to construct facilities in the Village shall contact J.U.L.I.E. and ascertain the presence and location of existing above- ground and underground facilities within the rights-of-way to be occupied by its proposed facilities. The Village will make its permit records available to a utility for the purpose of identifying possible facilities. When notified of an excavation or when requested by the Village or by J.U.L.I.E., a utility shall locate and physically mark its underground facilities within 48 hours, excluding weekends and holidays, in accordance with the Illinois Underground Facilities Damage Prevention Act (220 ILCS 50/1 et seq.)

Sec. 19-80. Vegetation Control.

(a) Electric Utilities – Compliance with State Laws and Regulations. An electric utility shall conduct all tree-trimming and vegetation control activities in the right-of-way in accordance with applicable Illinois laws and regulations, and additionally, with such local franchise or other agreement with the Village of Deerfield as permitted by law.

(b) Other Utilities – Tree Trimming Permit Required. Tree trimming that is done by any other utility with facilities in the right-of-way and that is not performed pursuant to applicable Illinois laws and regulations specifically governing same, shall not be considered a normal maintenance operation, but shall require the application for, and the issuance of, a permit, in addition to any other permit required under this Article.

- (1) Application for Tree Trimming Permit. Applications for tree trimming permits shall include assurance that the work will be accomplished by competent workers with supervision who are experienced in accepted tree pruning practices. Tree trimming permits shall designate an expiration date in the interest of assuring that the work will be expeditiously accomplished.
- (2) Damage to Trees. Poor pruning practices resulting in damaged or misshapen trees will not be tolerated and shall be grounds for cancellation of the tree trimming permit and for assessment of damages. The Village will require compensation for trees extensively damaged and for trees removed without authorization. The formula developed by the International Society of Arboriculture will be used as a basis for determining the compensation for damaged trees or unauthorized removal of trees. The Village may require the removal and replacement of trees if trimming or radical pruning would leave them in an unacceptable condition.

(c) Specimen Trees or Trees of Special Significance. The Village may require that special measures be taken to preserve specimen trees or trees of special significance. The required measures may consist of higher poles, side arm extensions, covered wire or other means.

(d) Chemical Use.

(1) Except as provided in the following paragraph, no utility shall spray, inject or pour any chemicals on or near any trees, shrubs or vegetation in the Village for any purpose, including the control of growth, insects or disease.

(2) Spraying of any type of vegetation controlling chemicals will not be permitted on rights-of-way unless approved by the Director of Public Works and Engineering.

Sec. 19-81. Removal, Relocation, or Modifications of Utility Facilities.

(a) Notice. Within ninety (90) days following written notice from the Village, a utility shall, at ~~its~~ its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any utility facilities within the rights-of-way whenever the corporate authorities have determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any Village improvement in or upon, .or the operations of the Village in or upon, the rights-of-way.

(b) Removal of Unauthorized Facilities. Within thirty (30) days following written notice from the Village, any utility that owns, controls, or maintains any unauthorized facility or related appurtenances within the public rights-of-way shall, at its own expense, remove all or any part of such facilities or appurtenances from the public rights-of-way. A facility is unauthorized and subject to removal in the following circumstances:

(1) Upon expiration or termination of the permittee's license or franchise, unless otherwise permitted by applicable law;

(2) If the facility was constructed or installed without the prior grant of a license or franchise, if required;

(3) If the facility was constructed or installed without prior issuance of a required permit in violation of this Article; or

(4) If the facility was constructed or installed at a location not permitted by the permittee's license or franchise.

(c) Emergency Removal or Relocation of Facilities. The Village retains the right and privilege to cut or move any facilities located within the rights-of-way of the Village, as the Village may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the municipality shall attempt to notify the utility, if known,

prior to cutting or removing a facility and shall notify the utility, if known, after cutting or removing a facility.

(d) Abandonment of Facilities. Upon abandonment of a facility within the public rights-of-way of the Village, the utility shall notify the Village within ninety (90) days. Following receipt of such notice the Village may direct the utility to remove all or any portion of the facility if the Director of Public Works and Engineering determines that such removal will be in the best interest of the public health, safety and welfare. In the event that the Village does not direct the utility that abandoned the facility to remove it, by giving notice of abandonment to the Village, the abandoning utility shall be deemed to consent to the alteration or removal of all or any portion of the facility by another utility or person.

Sec. 19-82. Cleanup and Restoration.

The utility shall remove all excess material and restore all turf and terrain and other property within 10 days after any portion of the rights-of-way are disturbed, damaged or . destroyed by the utility, to the satisfaction of the Village. This includes restoration of all disturbed areas. Restoration of roadway surfaces shall be made using materials and methods approved by the Director of Public Works and Engineering. Such cleanup and repair may be required to consist of backfilling, regrading, reseeding, resodding, replacing or replanting of flowers and shrubs or any other requirement to restore the right-of-way to a condition substantially equivalent to that which existed prior to the commencement of the project. The time period may be extended by the Village Manager for good cause shown.

Sec. 19-83. Maintenance and Emergency Maintenance.

(a) General. Facilities on, over, above, along, upon, under, across, or within rights-of-way are to be maintained by or for the utility in a manner satisfactory to the Village and at the utility's expense.

(b) Emergency Maintenance Procedures. Emergencies may justify non-compliance with normal procedures for securing a permit:

- (1) If an emergency creates a hazard on the traveled portion of the right-of-way, the utility shall take immediate steps to provide all necessary protection for traffic on the roadway or the public on the right-of-way including the use of signs, lights, barricades or flaggers. If a hazard does not exist on the traveled way, but the nature of the emergency is such as to require the parking on the shoulder of equipment required in repair operations, adequate signs and lights shall be provided. Parking on the shoulder in such an emergency will only be permitted when no other means of access to the facility is available.
- (2) In an emergency, the utility shall, immediately, notify the Village Police Department of the situation. This notification shall include a description of the problem, work being undertaken, and what steps have been taken for

protection of the traveling public and what will be required to make the necessary repairs. If the nature of the emergency is such as to interfere with the free movement of traffic, the Village Police Department shall be notified immediately.

- (3) In an emergency, the utility shall use all means at hand to complete repairs as rapidly as practicable and with the least inconvenience to the traveling public.

(c) Emergency Repairs. The utility must file in writing with the Director of Public Works and Engineering a description of the repairs undertaken in the right-of-way within 48 hours after an emergency repair.

Sec. 19-84. Small Wireless Facilities.

(a) Purpose. The purpose of this Section is to establish standards for the location, installation, and maintenance of small wireless facilities in compliance with the Illinois Small Wireless Facilities Deployment Act¹ and Village standards. Small wireless facilities shall be subject to the requirements of this Section, this Article, and federal law.

(b) Definitions. Words or phrases in this Section that are not defined in this Subsection (b) or in Section 19-65 shall have the meanings ascribed to them in the Illinois Small Wireless Facilities Deployment Act. The following words and phrases have the meanings ascribed to them:

“Antenna” means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

“Collocate” or “collocation” means to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

“Micro wireless facility” means a small wireless facility that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior antenna, if any, no longer than 11 inches.

“Right-of-way” or “ROW”, for the purposes of collocation of small wireless facilities, means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, or utility easement dedicated for compatible use, and does not include village-owned aerial lines.

“Small wireless facility” or “SWF” means a wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure

¹ 50 ILCS 835/1 *et seq.*

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

“SWF Act” means the Illinois Small Wireless Facilities Deployment Act, 50 ILCS 835/1 et seq.

“Utility Pole” means a pole or similar structure that is used in whole or in part by communications service provider or for electric distribution, lighting, traffic control, or a similar function.

“Wireless Facility” means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including (i) equipment associated with wireless communications and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. wireless facility includes small wireless facilities. Wireless facility does not include the structure or improvements on, under, or within which the equipment is collocated or wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

“Wireless Infrastructure Provider” means any entity authorized to provide telecommunications service in the State that builds or installs wireless communication transmission equipment, wireless facilities, wireless support structures, or utility poles and that is not a Wireless Services Provider but is acting as an agent or a contractor for a Wireless Services Provider for the application submitted to the Village.

“Wireless provider” means a wireless infrastructure provider or a wireless services provider.

“Wireless Services” means any services provided to the general public, including a particular class of customers, and made available on a nondiscriminatory basis using licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.

“Wireless Services Provider” means an entity that provides wireless services.

“Wireless support structure” means a freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure designed to support or capable of supporting wireless facilities. “Wireless support structure” does not include a utility pole.

(c) Permit Required. No SWF may be installed within the Village unless a permit is first obtained in accordance with the provisions of this Article.

(d) Permit Application. All applicants for a permit to install a SWF within the Village must submit a written permit application to the Director of Public Works and Engineering by personal delivery, on a form provided by the Village. The permit application must include the following information and the information required by Section 19-67, as applicable:

- (1) Contact Information. The names and contact information of the wireless services provider and the wireless infrastructure provider if any.
- (2) Description. A description and depiction of the wireless services provider’s existing SWFs located within the Village.
- (3) Location, Photographs. The location where each proposed small wireless facility or utility pole would be installed, including photographs of the location and its surroundings, depicting the utility poles or structures on which each proposed small wireless facility would be mounted or the location where a utility pole would be installed.
- (4) Specifications, Drawings. Specifications and drawings prepared by a licensed professional structural engineer for each proposed SWF as it is proposed to be installed, with a certification that each SWF complies with all applicable size and location standards.
- (5) Structural Analysis. A site-specific structural analysis for each location by a licensed professional structural engineer as well as any make-ready analysis for a Village utility pole that includes addressing the acceptability of the site for factors such as pole loading from existing utility equipment and conductors as well as the small wireless facility.
- (6) Equipment, Model Numbers. The equipment type and model numbers for the antennas and all other wireless equipment associated with each proposed SWF.
- (7) Number. The total number of SWFs the wireless services provider estimates it will seek within the Village.

- (8) Schedule. A proposed schedule for the installation and completion of each proposed SWF, if approved.
 - (9) Proof of Insurance. Proof of insurance coverage of the types and amount set forth in Section 19-71.
 - (10) Certification of SWF Act Compliance. A certification that the proposed SWF complies with Subsection 15(d)(6) of the SWF Act and this Article.
 - (11) Application Fees. An application fee in the amount established in the Annual Fee Resolution [Note from SWF Act: (a) \$650.00 for a single SWF, or (b) \$350.00 for each proposed SWF if the application includes two or more SWFs, or (c) \$1,000 for each SWF that includes the installation of a new utility pole.]
 - (12) Owner, Co-Owner Certification. A certification from the owner or co-owner of the utility pole or wireless support structure that the owner or co-owner has approved installation of a SWF on the utility pole or wireless support structure.
- (e) Review of Application. Applications will be reviewed in accordance with the following process, except that the Director of Public Works and Engineering may alter the review process for an application as appropriate based on the elements of that application.
- (1) Determination of Completeness. Within 30 days after an application is filed, the Director of Public Works and Engineering will determine whether the application is complete. The Director of Public Works and Engineering will notify the applicant of his or her determination. If an application is not complete, then the Director of Public Works and Engineering will identify the missing information.
 - (2) Processing Time Period. The Director of Public Works and Engineering will process a complete application to collocate (i) a SWF on an existing utility pole or wireless support structure within 90 days, and (ii) a SWF on a new utility pole within 120 days.
 - (3) Approvals; permits; duration. The Director of Public Works and Engineering will approve an application and issue a permit if it meets all requirements of the SWF Act and applicable Municipal Code requirements. All collocation under the permit must be completed within 180 days after issuance of the permit, unless otherwise mutually agreed or for reasons authorized under the SWF Act. A permit is valid for five years.

- (4) Renewal. When the permit expires, the Village will renew the permit except if the Village determines the SWF does not conform to any application federal, state, or local code or regulation. The wireless provider must provide all reports, plans, and other documents and data necessary for the Village to determine conformance of the SWF.
- (5) Denial. The Director of Public Works and Engineering will deny an application if it does not meet all requirements of the SWF Act and applicable requirements of this Code. The Director of Public Works and Engineering will notify the applicant of the denial and the reason or reasons for the denial.
- (6) Extensions of time. The time period for applications may be tolled by express written agreement of the applicant and the Village or a local, state, or federal disaster declaration or similar emergency that causes the delay.

(f) Guidance on SWF Locations. Based on various factors including, among others, public safety, existing utility poles and wireless facilities, and potential adverse impacts, the applicant must consider collocation in these locations, with the items listed from most preferable to least preferable:

- (1) Public Utilities' Poles. Utility poles owned or maintained by ComEd or other public utilities.
- (2) Village Poles. Village-owned utility poles other than light poles or standards (whether existing or to be installed) in the following order of priority: (i) within an arterial street right-of-way, (ii) within a parking lot or on other property related to a governmental or institutional use, and (iii) within a collector street right-of-way.
- (3) Privately Owned Poles. Privately-owned utility poles, but only in locations approved by the Village.
- (4) Village Light Poles. Village-owned light poles or standards (whether existing or to be installed) in the following priority: (i) within an arterial street right-of-way, (ii) within a parking lot or on other property related to a governmental or institutional use, and (iii) within a collector street right-of-way.
- (5) Other Poles. Utility poles, regardless how of ownership, located in a rear yard (or abutting easement) of any residential dwelling.

(g) Decorative utility poles, concealment of SWF. If the Director of Public Works and Engineering determines that a SWF proposed by the applicant would have an unduly adverse impact on the abutting area unless the SWF is collocated on a decorative pole or is

concealed, then the Director of Public Works and Engineering may require, as a condition of approval of that SWF, a decorative utility pole or concealment. The Director of Public Works and Engineering or a designee may meet with the applicant to determine the plans for the SWF under that circumstance. If an agreement on plans cannot be reached, then the Director of Public Works and Engineering may deny the permit for that proposed SWF. Without limiting the applicability of this provision to other areas in the Village, the Village has determined that any SWF proposed to be located in the C-1 Village Center District must be consistent with the Downtown Streetscape Plan dated _____, as it may be modified by the Village from time to time.

(h) Prohibited Locations. SWFs are prohibited at the following locations except as otherwise required by applicable law:

- (1) Residential Property. On any property classified in a residential district under the Village's Zoning Ordinance.
- (2) Private Property. On any privately-owned property except with the approval of the Village.
- (3) Government Property. On any property owned or controlled by a unit of local government that is not located within rights-of-way, except with the permission of the local government and approval of the Village.
- (4) Poles with Equipment. On any utility pole that includes equipment such as capacitor banks, transformers, cable terminals, cable rises, fuses, or disconnects.

(i) Size, height, and location of components.

- (1) Volume: No element of a SWF may exceed six cubic feet in volume and all other wireless equipment attached directly to a utility pole associated with the SWF is cumulatively not more than 25 cubic feet.
- (2) Overall height. No element of a SWF may extend above 45 feet above grade.
- (3) Height above pole. No element of a SWF may extend more than 10 feet above a utility pole or wireless support structure on which it is collocated.
- (4) New utility pole, wireless support structure height. A new or replacement utility pole or a new wireless support structure on which a SWF will be collocated may not exceed the higher of (a) 10 feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place as of the date the

application is submitted to the Village, that is located within 300 feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the Village, or (b) 45 feet above ground level. No SWF installed on a new utility pole or wireless support structure may extend above that 45-foot height.

(5) New Utility Pole Location. No new utility pole may be constructed for a SWF within 100 feet of an existing utility pole that the applicant may use on reasonable terms and conditions and without undue technical limits or undue additional costs.

(j) Color. Antennas and equipment cabinets must be in colors harmonious with, and that blend with, the natural features, buildings and structures surrounding such antenna and supporting structures, as well as with the utility poles or structures to which they are attached as determined by the Director of Public Works and Engineering. Any wiring or cables must be covered with an appropriate cover.

(k) Landscaping. The immediate area around any ground-mounted equipment or cabinets must be landscaped in a manner that largely screens the equipment and cabinets.

(l) Safety requirements.

(1) Mounting Strength. The strength and sufficiency of the support structure, and the mounting of the antenna and related equipment, must be verified and stamped by a licensed structural engineer on the drawing required under Subsection 19-84(d).

(2) Guy Wires Prohibited. No guy wire or other support wires may be used in connection with a SWF antenna or its related equipment except for preexisting guy wires or other support wires on a preexisting Wireless Support Structure.

(3) Grounding: A SWF antenna and related structure must be bonded to a ground rod.

(4) Emergency Disconnection. A SWF antenna must have an emergency disconnect.

(5) Lighting. No SWF may be lighted unless required by the Federal Aviation Administration or other federal or state agency with jurisdiction and authority.

(6) Signs and Advertising. Unless required by federal or state law, or by a rule of a federal or state regulatory agency with jurisdiction and authority, no markings, signs, or advertising of any kind may be placed

on any SWF component except unobtrusive identification or location markings.

- (7) Building Codes and Safety Standards. A SWF must meet or exceed (1) all requirements of this Code, (2) all other applicable local and state building codes and electrical codes, (3) and industry standards.
- (8) Regulatory Compliance. Each SWF and wireless facility must meet or exceed current standards and regulations of the Federal Communications Commission, the Federal Aviation Administration, and any other federal or state agency with jurisdiction and authority.
- (9) Utility worker safety. Prior to the commencement of SWF construction, the wireless provider must provide the Village with any required safety precautions for individuals working on or near the SWF. If refresher training, personal protective equipment, or tools are required for safety purposes related to a SWF collocated on a Village-owned utility pole, then the Wireless Services Provider must reimburse the Village for all of its actual costs of those elements.

(m) IDOT, Cook County and Lake County Approvals. The applicant must provide proof of concurrence of IDOT, Cook County or Lake County, as applicable, for the use of traffic signals located on state or county roads.

(n) Abandonment. Any SWF that has been abandoned or is being used for a purpose other than its original purpose must be removed at the owner's expense. Abandonment includes, without limitation, any SWF that is not operated for a continuous period of twelve (12) months, or is otherwise out of operation or repair for any reason, or used for a purpose other than its original purpose. Notice to the owner of the facility must be given in compliance with the requirements of the SWF Act, and the owner must remove the facility within 90 days of such notice.

(o) Collocation on Village utility poles.

- (1) Rates and fees for use of village utility pole. The Village will set and charge nondiscriminatory rates and fees for collocation on Village utility poles. The Village will keep a written schedule of rates and fees in the office of the Village Clerk.
- (2) Annual Rate. In addition to the rates and fees for collocation, each wireless services provider must pay an annual fee as established in the annual fee resolution for each SWF located on a village utility pole in right-of-way or on Village property not located in right-of-way.
- (3) Operating agreement. Prior to commencement of SWF construction on a Village-owned utility pole, the owner must develop an operating

agreement satisfactory to the Director of Public Works and Engineering. The agreement must include protocols for emergency response and for maintenance of the utility pole and include emergency contacts, a contact for public inquires, the utility billing address, and the legal address of the wireless services provider.

(p) SWF Equipment Replacement. The wireless provider must notify the Village at least 10 days prior to a planned equipment replacement and provide the equipment specifications. The replacement equipment must be the same size and/or smaller than the original installation.

(q) Right-Of-Way Permit. The wireless provider must secure a permit for any activities in the right-of-way that affect traffic patterns or require lane closures.

(r) General Standards.

(1) No Interference. Every wireless provider's operation of a wireless facility must not interfere with the frequencies used by any public safety agency for public safety communications. The wireless provider must install SWFs of the type and frequency that will not cause interference with any public safety agency's communications equipment. Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency.

(2) Curing Interference. If a SWF causes interference and the wireless provider has been given written notice of the interference by the Village or public safety agency, then the wireless provider, at its expense, must take all reasonable steps necessary to correct and eliminate the interference, including, without limitation, powering down the SWF and later powering it up for intermittent testing, if necessary. The Village may terminate a permit for a SWF based on interference if the wireless provider is not making a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC, including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.

(3) Compliance with Contract Terms. Every wireless provider must comply with all requirements imposed by a contract between the Village and a private property owner that concern design or construction standards applicable to utility poles and to ground-mounted equipment located in right-of-way.

- (4) Spacing. Every wireless provider must comply with spacing requirements in this Section or any other applicable Municipal Code or ordinance concerning the location of ground-mounted equipment located in the right-of-way. A wireless provider may apply for a variation of a spacing requirement.
- (5) Undergrounding. Every wireless provider must comply with all Municipal Codes and regulations regarding undergrounding of utilities and facilities that prohibit installation of new, or modification of existing, utility poles in a right-of-way. A wireless provider may apply for a variation of an undergrounding requirement.
- (6) General Village Standards. Every wireless provider must comply with generally applicable Village standards for construction and public safety in the rights-of-way, including, without limitation, wiring and cabling requirements, grounding requirements, utility pole extension requirements, and sign restrictions. Every wireless provider must comply with all Village regulations applicable to the location, size, surface area and height of Wireless Facilities and the abandonment and removal of SWFs.
- (7) Poles for Electricity Distribution. No Wireless Services Provider may collocate a SWF on a Village utility pole that is part of an electricity distribution or transmission system within the communication worker safety zone of the pole or the electric supply zone of the utility pole, except that the antenna and support equipment of the SWF may be located in the communications space on the Village's utility pole and on the top of the utility pole if no other utility pole is available and the wireless provider complies with applicable codes for work involving the top of the utility pole. The terms "communications space," "communication worker safety zone," and "electric supply zone" shall have the meanings contained in the National Electric Safety Code.
- (8) Public Safety Codes. Every wireless provider must comply with all applicable State, County, and Municipal Codes, ordinances, and regulations that concern public safety.
- (9) Decorative, stealth, and concealment standards. Every wireless provider must comply with the Village's generally applicable written standards for decorative utility poles, and the Village's generally applicable standards regarding stealth, concealment, and aesthetics governing occupiers of the right-of-way, including the Village's design or concealment measures in an historic district or regarding an historic landmark.

(10) Insurance. Every wireless provider must provide proof of insurance as provided in Section 19-71 of this Article.

(11) Indemnification. Every wireless provider must indemnify the Village as provided in Section 19-72 of this Article.

(s) Installation and maintenance of wireless facilities. Each wireless provider must construct, install, and maintain all wireless facilities in accordance with the standards set forth in this Article.

Sec. 19-85. ~~Sec. 19-84.~~ Variances.

(a) **Request for Variance.** A utility requesting a variance from one or more of the provisions of this Article must do so in writing to the Director of Public Works and Engineering as a part of the permit application. The request shall identify each provision of this Article from which a variance is requested and the reasons why a variance should be granted.

(b) **Authority to Grant Variances.** The Village Board shall decide whether a variance is authorized for each provision of this Article identified in the variance request on an individual basis.

(c) **Conditions for Granting of Variance.** The Village Board may authorize a variance only if the utility requesting the variance has demonstrated that:

(1) One or more conditions not under the control of the utility (such as terrain features or an irregular right-of-way line) create a special hardship that would make enforcement of the provision unreasonable, given the public purposes to be achieved by the provision; and

(2) All other designs, methods, materials, locations or facilities that would conform with the provision from which a variance is requested are impracticable in relation to the requested approach.

(d) **Additional Conditions for Granting of a Variance.** As a condition for authorizing a variance, the Village Board may require the utility requesting the variance to meet reasonable standards and conditions that may or may not be expressly contained within this Article but which carry out the purposes of this Article.

(e) **Right to Appeal.** Any utility aggrieved by any order, requirement, decision or determination, including denial of a variance, made by the ~~Village Engineer~~ **Director of Public Works and Engineering** under the provisions of this Article shall have the right to appeal to the Village Manager of the Village of Deerfield. The application for appeal shall be submitted in writing to the Village Clerk within 30 days after the date of such order, requirement, decision or determination. The Village Manager shall commence his or her consideration of the appeal within not more than fifteen (15) days after the filing of the appeal. The Village Manager shall timely decide the appeal.

Sec. 19-86. ~~Sec. 19-85.~~ Penalties.

Any person who violates, disobeys, omits, neglects or refuses to comply with any of the provisions of this Article shall be subject to fine in accordance with the penalty provisions of this Code. There may be times when the Village will incur delay or other costs, including third party claims, because the utility will not or cannot perform its duties under its permit and this Article. Unless the utility shows that another allocation of the cost of undertaking the requested action is appropriate, the utility shall bear the Village's costs of damages and its costs of installing, maintaining, modifying, relocating, or removing the facility that is the subject of the permit. No other administrative agency or commission may review or overrule a permit related cost appointment of the Village. Sanctions may be imposed upon a utility who does not pay the costs apportioned to it.

Sec. 19-87. ~~Sec. 19-86.~~ Enforcement.

Nothing in this Article shall be construed as limiting any additional or further remedies that the Village may have for enforcement of this Article.

Sec. 19-88. ~~Sec. 19-87.~~ Severability.

If any section, subsection, sentence, clause, phrase or portion of this Article is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

DRAFT

SECTION 3. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED this _____ day of _____, 2018

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED this _____ day of _____, 2018

Harried Rosenthal, Village President

ATTEST:

Kent S. Street, Village Clerk

#58628504_v1

DRAFT

VILLAGE OF DEERFIELD
LAKE AND COOK COUNTIES, ILLINOIS

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE ANNUAL FEE RESOLUTION
OF THE VILLAGE OF DEERFIELD REGARDING
FEEES FOR SMALL WIRELESS SERVICES FACILITIES**

WHEREAS, the corporate authorities of the Village of Deerfield have adopted its Annual Fee Ordinance for the calendar year 2018 in Resolution No. R-17-12; and

WHEREAS, the corporate authorities have adopted **Ordinance No. _____**, entitled “An Ordinance Amending Article 9 of Chapter 19 of the Municipal Code of the Village of Deerfield (1975) Regarding Standards for Small Wireless Services Facilities,” and it is necessary to establish certain fees, rates and charges required by that Ordinance; and

WHEREAS, the President and Board of Trustees have considered and determined the fees, rates and charges to be made and imposed pursuant to **Ordinance No. _____**;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Deerfield, Cook and Lake Counties, Illinois, THAT:

SECTION 1. RECITALS. The foregoing recitals are incorporated in, and made a part of, this Resolution by this reference as findings of the Village Board.

SECTION 2. AMENDMENT OF FEES, RATES AND CHARGES. The Annual Fee Ordinance shall be, and is hereby, amended in the manner shown below, with additions shown as **bold and double** underlined and deletions as ~~stricken through~~, as follows:

<u>Classification</u>	<u>Municipal Code Reference</u>	<u>Description</u>	<u>Fee for CY 2018</u>
(D) BUILDING/ COMMUNITY DEVELOPMENT			
		Streets and Sidewalks	
	19-84(d)	Small Wireless Facility (as defined in Section 19-84(b)) Permit Application	\$650.00 for a single small wireless facility \$350.00 for each small wireless facility if the application contains two or more small wireless facilities \$1,000.00 for each small wireless facility that includes the installation of a new utility pole (as defined in Section 19-84(b))

<u>Classification</u>	<u>Municipal Code Reference</u>	<u>Description</u>	<u>Fee for CY 2018</u>
	19-84(o)(2)	Annual Fee for Collocation of Small Wireless Facilities	\$200 for each small wireless facility located on a village utility pole (as defined in Section 19-84(b)) located in right-of-way (as defined in Section 19-84(b)) \$3,600 for each small wireless facility located on a village utility pole (as defined in Section 19-84(b)) that is located on Village property not located in right-of-way (as defined in Section 19-84(b))

SECTION 3. EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED this _____ day of _____, 2018

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED this _____ day of _____, 2018

Harried Rosenthal, Village President

ATTEST:

Kent S. Street, Village Clerk

#58629067_v1

REQUEST FOR BOARD ACTION

18-76

Agenda Item: _____

Subject: Report of Staff re: Oak and Elm Tree Trimming and Pruning Seasonal Regulations

Action Requested: Acceptance of Report

Originated By: Village Manager's Office

Referred To: Mayor and Board of Trustees

Summary of Background and Reason for Request

The best time to prune Oak and Elm trees is in the winter between the months of November and April. All other times of trimming could be detrimental to the tree and its surroundings roots. These months are best as the trees are dormant and the form and structure of the plant are most visible. An ordinance limiting Oak and Elm trimming to the winter months based on arboreal best practices, similar to those in other communities, is recommended.

Management Analyst David Fitzgerald will be present to answer any questions.

Reports and Documents Attached:

Memo from Summer Research Assisstant

July 2, 2018

Date Referred to Board: _____

Action Taken: _____

Memorandum



DATE: June 28, 2018
TO: David Fitzgerald, Management Analyst
FROM: Emily Shapiro, Research Assistant
SUBJECT: **Pruning Oak and Elm Trees**

Per your request, I have gathered information about the trimming of Oak and Elm trees. This includes research on when is the best time to prune these trees, the effects of the pruning and why it is best during the time specified.

Trimming/Pruning of the Trees

In order to best serve the Deerfield community, it is highly recommended by both the Chicago Botanic Gardens and the Morton Arboretum to avoid trimming during the summer months and into the early autumn season. Oak and Elm trees should not be trimmed between April 1 and November 1, excluding any emergencies. The ideal time is in winter when the trees are dormant, and the heaviest pruning should be in late winter prior to active growth. The trimming is best when it's in early spring ahead of growing season as it allows the beauty of the plant to be displayed more and encourages growth.

Effects of Oak and Elm Trimming

According to the Chicago Botanic Gardens and the Morton Arboretum it is imperative to abide by these dates because of the potential damage to the trees. For Oak trees, this is to prevent the spread of fungal disease, otherwise known as oak wilt. This wilt can spread quickly if the tree is trimmed at the wrong time. Additionally, Elm trees must be pruned during the winter months due to their own diseases as well. If an Elm tree is pruned incorrectly it can have open wounds or a smell that would attract elm bark beetle and Dutch elm disease stemming from their sap. Pruning is best during these months because the sap is not running in the winter months because the trees are dormant, and the beetles are not active due to dormancy. It is also easier to see the form and structure of the plants in the winter because of the limited amount of foliage. If trimming occurs in the winter it promotes active regrowth as well.

Conclusion

It is in the community's best interest to abide by the recommendations from the Morton Arboretum and the Chicago Botanic Gardens regarding the trimming of trees. The Village arborist concurs. These rules and regulations would mirror restriction placed in the Municipal Code in Lake Forest. An Ordinance prohibiting trimming/pruning of Oak and Elm trees between April 1 and November 1, excluding any emergencies, is recommended.

REQUEST FOR BOARD ACTION

18-59-2

Agenda Item: _____

Subject: Ordinance Amending Chapter 3 of the Municipal Code of the Village of Deerfield
Increasing the Number of Class C Liquor Licenses by One to Seven for City Barbeque
at 365 Lake Cook Road - 2R

Action Requested: Second Reading

Petitioner

Originated By:

Mayor and Board of Trustees

Referred To:

Summary of Background and Reason for Request

City Barbeque is currently open at 365 Lake Cook Road. They are requesting a Class C liquor license to serve beer and wine. The Police Department is awaiting one final set of fingerprints for an out of state City Barbeque executive to be returned by the State Police. The Board can approve the license, and authorize staff to hold issuance until the background check is finalized. The Board can also table the item until the background check is complete.

Reports and Documents Attached:

Ordinance

July 2, 2018

Date Referred to Board: _____

Action Taken: _____

**VILLAGE OF DEERFIELD
LAKE AND COOK COUNTIES, ILLINOIS**

ORDINANCE NO. O-18

**AN ORDINANCE AMENDING CHAPTER 3 OF THE
MUNICIPAL CODE OF THE VILLAGE OF DEERFIELD OF 1975 TO
INCREASE THE NUMBER CLASS C LICENSES BY ONE TO SEVEN FOR CITY
BARBEQUE**

**PASSED AND APPROVED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF DEERFIELD, LAKE
AND COOK COUNTIES, ILLINOIS, this
_____ day of _____, 2018.**

**Published in pamphlet form
by authority of the President
and Board of Trustees of the
Village of Deerfield, Lake and
Cook Counties, Illinois, this
_____ day of _____, 2018.**

**VILLAGE OF DEERFIELD
LAKE AND COOK COUNTIES, ILLINOIS**

ORDINANCE NO. O-18

**ORDINANCE AMENDING CHAPTER 3 OF THE
MUNICIPAL CODE OF THE VILLAGE OF DEERFIELD OF 1975 TO
INCREASE THE NUMBER CLASS C LICENSES BY ONE TO SEVEN FOR CITY
BARBEQUE**

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: That Section 3-9 (Number of Licenses) of Chapter 3 (Alcoholic Beverages) of the Municipal Code of the Village of Deerfield of 1975, as amended, is hereby further amended by striking said Section in its entirety and substituting in lieu thereof the following:

Sec. 3-9. Number of Licenses.

There shall be issued in the Village no more than:

(a)	Class A	Three (3)
(b)	Class B	One (1)
(c)	Class BB	One (1)
(d)	Class C	Seven (7)
(e)	Class D	Two (2)
(f)	Class D-1	Zero (0)
(g)	Class D-2	Zero (0)
(h)	Class E	Thirteen (13)
(i)	Class F	Zero (0)
(j)	Class G	Four (4)
(k)	Class H	None (0)
(l)	Class I	Two (2)
(m)	Class J	Zero (0)
(n)	Class K	Two (2)
(o)	Class L	Zero (0)
(p)	Class M	Three (3)
(q)	Class N	One (1)
(r)	Class O	One (1)

SECTION 2: That the Village Clerk is hereby directed to publish this Ordinance in pamphlet form.

SECTION 3: That all ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 4: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this _____ day of _____, 2018.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this _____ day of _____, 2018.

Village President

ATTEST:

Village Clerk

REQUEST FOR BOARD ACTION

Agenda Item: 18-62-1

Subject: Ordinance Authorizing an Identification Sign Modification at 200 Lake Cook Road
1 R

Action Requested: Waiver of Rules Passage on First Reading

Originated by: Board of Zoning Appeals

Referred to: Mayor and Board of Trustees

Summary of Background and Reason for Request:

Presentation was made by the petitioner requesting an identification sign area modification to allow a 35.5 measured square footage in lieu of the existing 24 square foot sign specified in the Zoning Ordinance. The request was brought about by an effort to provide identification for a second congregation using the North Suburban Church building. The existing sign structure will remain the same size, in the same location. The method of measurement required for the area calculation of a rectangle enclosing the two text groups gives the incorrect impression of an increase in structure size.

A Report and Recommendation of the BZA was accepted on June 18, 2018.

Reports and Documents Attached:

Ordinance

Letter of Request

Date Referred to Board: July 2, 2018

Action Taken: _____

VILLAGE OF DEERFIELD

ORDINANCE NO. _____

AN ORDINANCE GRANTING A MODIFICATION FROM
SECTION 9.01-A.1.c(1) OF THE
“DEERFIELD ZONING ORDINANCE 1978”, AS AMENDED
(200 Lake Cook Road)

WHEREAS, North Suburban Evangelical Free Church (“*Owner*”) is the record title owner of the property commonly known as 200 Lake Cook Road, Deerfield, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (“*Property*”); and

WHEREAS, the Property is located in the R2 Single-Family Residence District of the Village (“*R2 District*”); and

WHEREAS, the Property is improved with several buildings, which are being used as a church (“*Church*”); and

WHEREAS, pursuant to Section 9.02-A.1.c(1) of the “Deerfield Zoning Ordinance 1978,” as amended (“*Zoning Code*”), the maximum sign area permitted for a non-residential use in the R2 District is 24 square feet; and

WHEREAS, there is an existing sign on the Property that identifies only one of the two congregations that use the Church; and

WHEREAS, the Owner desires to replace the existing sign with a 35.5-square-foot sign, which would identify both congregations using the Church, in violation of Section 9.02-A.1.c(1) of the Zoning Code (“*Proposed Sign*”); and

WHEREAS, in order to permit the installation of the Proposed Sign on the Property, the Owner has filed an application for a modification from Section 9.02-A.1.c(1) of the Zoning Code to increase the maximum permitted sign area from 24 feet to 35.5 feet (“*Requested Modification*”); and

WHEREAS, a public hearing of the Zoning Board of Appeals of the Village of Deerfield (“*ZBA*”) to consider the approval of the Requested Modification was duly advertised in the Deerfield Review on March 22, 2018, and held on May 15, 2018; and

WHEREAS, on May 15, 2018, the ZBA voted to recommend approval of the Requested Modification, in accordance with Section 13.07-E of the Zoning Code; and

WHEREAS, the Village Board has determined that the Requested Modification meets the required standards for modifications set forth in Section 13.07 of the Zoning Code; and

WHEREAS, the Village Board has determined that it will serve and be in the best interests of the Village to grant the Requested Modification, subject to the conditions, restrictions, and provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE BOARD OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the Village Board.

SECTION TWO: GRANT OF REQUESTED MODIFICATION. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Three of this Ordinance, and pursuant to Section 13.07-G of the Zoning Code and the home rule powers of the Village, the Village Board hereby grants the Requested Modification from Section 9.02-A.1.c(1) of the Zoning Code to permit the installation of the Proposed Sign.

SECTION THREE: CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code or any other rights the Owner may have, the approvals granted in Section Two of this Ordinance are hereby expressly subject to and contingent upon the construction, use, operation, and maintenance of the Property in compliance with each and all of the following conditions:

- A. **Compliance with Regulations.** Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Property must comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.

- B. **Compliance with Plans.** The development, use, and maintenance of the Subject Property shall be in strict compliance with the following plans, except for minor changes and site work approved by the Director of the Department of Community and Economic Development in accordance with applicable Village codes, ordinances, and standards:
 - 1. The Site Plan prepared by North Shore Sign, consisting of three sheets, with a latest revision date of December 14, 2017, and received by the Village on February 20, 2018, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B**.

- C. **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Owner must pay to the Village, promptly upon presentation of a written demand or demands therefor, all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made must be made by a certified or cashier's check. Further, the Owner will be liable for, and must pay upon demand, all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION FOUR: RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded against the Property with the Lake County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inure solely

to the benefit of, and be binding upon, the Owner and each of its heirs, representatives, successors, and assigns.

SECTION FIVE: FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Section Two of this Ordinance will, at the sole discretion of the Village Board, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Board may not so revoke the approvals granted in Section Two of this Ordinance unless it first provides the Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of Village Board. In the event of such revocation, the development and use of the Property be governed solely by the regulations of the R2 District and the applicable provisions of the Zoning Code, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION SIX: AMENDMENTS. Any amendment to this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code for the amending or granting of modifications.

SECTION SEVEN: EFFECTIVE DATE.

- A. This Ordinance will be effective only upon the occurrence of all of the following events:
1. Passage by the Village Board in the manner required by law;
 2. Publication in pamphlet form in the manner required by law;
 3. The filing by the Owner with the Village Clerk of a fully executed Unconditional Agreement and Consent, in the form of **Exhibit C** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance; and
 4. Recordation of this Ordinance, together with such exhibits as the Village Clerk deems appropriate for recordation, with the office of the Recorder of Lake County.
- B. In the event that the Owner does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 7.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance by the Village Board, the Village Board will have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[Voting Record and Signatures on Following Page]

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

ORDINANCE NO.

ATTEST:

Harriet Rosenthal, Mayor

Kent S. Street, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot 1 in North Suburban Subdivision being a Subdivision of that part of the southeast $\frac{1}{4}$ of Section 33, Township 43 North, Range 12 East of the Third Principal Meridian, more particularly described as follows: Beginning at a point on the East Line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ aforesaid, 50 feet North of the Southwest Corner of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence West along a line 50 feet North and Parallel with the South Line of the Southeast $\frac{1}{4}$ aforesaid (being also the North Line of County Line Road) 191.55 Feet; thence North $03^{\circ}-51'-00''$ West; 332.49 Feet; thence East Parallel with the aforesaid South Line of the Southeast $\frac{1}{4}$, a distance of 216.45 Feet to a point on the East Line of the Southeast $\frac{1}{4}$ aforesaid; thence South along the East Line 331.75 feet to the point of beginning, together with the west 140 feet of the South 520 of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 33, Township 43 North, Range 12 East of the Third Principal Meridian(except the South 50 feet thereof) all in Lake County Illinois.

P.I.N. 16-33-404-022-0000

Commonly known as: 200 Lake Cook Road, Deerfield, Illinois

EXHIBIT B

SIGN PLAN

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Deerfield, Illinois ("**Village**"):

WHEREAS, North Suburban Evangelical Free Church ("**Owner**") is the record title owner of the property commonly known as 200 Lake Cook Road, Deerfield, Illinois ("**Property**"); and

WHEREAS, Ordinance No. _____, adopted by the Village Board on _____, 2018 ("**Ordinance**"), grants modifications from the "Village of Deerfield Zoning Ordinance 1978," as amended, to permit the installation of a 35.5-square-foot sign on the Property; and

WHEREAS, Section 7.A.3 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner has filed, within 30 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Owner does hereby agree and covenant as follows:

1. The Owner hereby unconditionally agrees to, accepts, consents to, and will abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Owner acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Owner acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of modifications or adoption of the Ordinance, and that the Village's approval of the modifications does not, and will not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.

4. The Owner hereby agrees to 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 such parties in connection with the Village's adoption of the Ordinance granting the modifications.

[SIGNATURES ON FOLLOWING PAGE]

Dated: _____, 2018.

ATTEST:

**NORTH SUBURBAN EVANGELICAL
FREE CHURCH**

By: _____

By: _____

Its: _____

Its: _____

#58618516_v1



North Suburban
EVANGELICAL FREE CHURCH

June 22, 2018

To the Village Board of Deerfield:

On behalf of North Suburban Church, I thank you for the professional way in which the village has handled our request to update and change the sign in front of our church. I want you to know that our contact with all of the village employees and commissions has been very good. In particular, I want to recognize Clint Case. He is an outstanding public servant.

I am writing this letter to respectfully request that our petition be approved on the first reading. This reading is for a sign waver to allow for a second congregation to be identified on our sign. Thank you for your consideration.

We are grateful for your service ... and, we are honored to be able to serve the community of Deerfield.

God bless you,

A handwritten signature in black ink that reads "Rev. Dr. Craig J. Baldacci". The signature is written in a cursive, flowing style.

Craig Baldacci, *Senior Pastor*

REQUEST FOR BOARD ACTION

Agenda Item: 18-63-1

Subject: Ordinance Authorizing a Street Side, Side Yard Setback Variation at 1055 Hazel Avenue 1 R

Action Requested: Waiver of Rules Passage on First Reading

Originated by: Board of Zoning Appeals

Referred to: Mayor and Board of Trustees

Summary of Background and Reason for Request:

A public hearing was held on May 15, 2018, to hear the request for a street side, side yard setback variation of Mark C. Jacobson, 1055 Hazel Ave. The variation, if granted, would permit the construction of a one-story, attached garage addition onto a principal structure which is 4.11 feet from the street side, side yard property line, encroaching 11.89 feet into the minimum 15 foot required corner side yard setback as specified in the Zoning Ordinance. A Report of the BZA was accepted on June 18, 2018.

Reports and Documents Attached:

Ordinance
Letter of Request

Date Referred to Board: July 2, 2018

Action Taken: _____

VILLAGE OF DEERFIELD

ORDINANCE NO. _____

AN ORDINANCE GRANTING A VARIATION FROM
SECTION 4.03-F.3.d OF THE
“DEERFIELD ZONING ORDINANCE 1978”, AS AMENDED
(1055 Hazel Avenue)

WHEREAS, Mark C. Jacobson (“*Owner*”) is the record title owner of the property commonly known as 1055 Hazel, Deerfield, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (“*Property*”); and

WHEREAS, the Property is located in the R-3 Single-Family Residence District of the Village (“*R-3 District*”); and

WHEREAS, the Property is improved with a single-family residence with an attached garage; and

WHEREAS, pursuant to Section 4.03-F.3.d of the “Deerfield Zoning Ordinance 1978,” as amended (“*Zoning Code*”), a corner side yard of not less than 15 feet must be provided in the R-3 District; and

WHEREAS, the Owner desires to construct a one-story addition to the existing attached garage, which would be located 4.11 feet from the property line, in violation of Section 4.03-F.3.d of the Zoning Code (“*Proposed Addition*”); and

WHEREAS, in order to permit the construction of the Proposed Addition on the Property, the Owner has filed an application for a variation from Section 4.03-F.3.d of the Zoning Code to decrease the minimum required corner side yard from 15 feet to 4.11 feet (“*Requested Variation*”); and

WHEREAS, a public hearing of the Zoning Board of Appeals of the Village of Deerfield (“*ZBA*”) to consider the approval of the Requested Variation was duly advertised in the Deerfield Review on April 19, 2018, and held on May 15, 2018; and

WHEREAS, on May 15, 2018, the ZBA voted to recommend approval of the Requested Variation, in accordance with Section 13.07-E of the Zoning Code; and

WHEREAS, the Village Board has determined that the Requested Variation meets the required standards for variations set forth in Section 13.07 of the Zoning Code; and

WHEREAS, the Village Board has determined that it will serve and be in the best interests of the Village to grant the Requested Variation, subject to the conditions, restrictions, and provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE BOARD OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the Village Board.

SECTION TWO: GRANT OF REQUESTED VARIATION. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Three of this Ordinance, and pursuant to Section 13.07-G of the Zoning Code and the home rule powers of the Village, the Village Board hereby grants the Requested Variation from Section 4.03-F.3.d of the Zoning Code to permit the construction of the Proposed Addition.

SECTION THREE: CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code or any other rights the Owner may have, the approvals granted in Section Two of this Ordinance are hereby expressly subject to and contingent upon the construction, use, operation, and maintenance of the Property in compliance with each and all of the following conditions:

- A. **Compliance with Regulations.** Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Property must comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.
- B. **Compliance with Plans.** The development, use, and maintenance of the Subject Property shall be in strict compliance with the Garage Addition Plans prepared by Applicant, consisting of three sheets, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B**, except for minor changes and site work approved by the Director of the Department of Community and Economic Development in accordance with applicable Village codes, ordinances, and standards.
- C. **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Owner must pay to the Village, promptly upon presentation of a written demand or demands therefor, all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made must be made by a certified or cashier's check. Further, the Owner will be liable for, and must pay upon demand, all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION FOUR: RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded against the Property with the Lake County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and be binding upon, the Owner and each of its heirs, representatives, successors, and assigns.

SECTION FIVE: FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the

approvals granted in Section Two of this Ordinance will, at the sole discretion of the Village Board, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Board may not so revoke the approvals granted in Section Two of this Ordinance unless it first provides the Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of Village Board. In the event of such revocation, the development and use of the Property be governed solely by the regulations of the R-3 District and the applicable provisions of the Zoning Code, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION SIX: AMENDMENTS. Any amendment to this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code for the amending or granting of variations.

SECTION SEVEN: EFFECTIVE DATE.

- A. This Ordinance will be effective only upon the occurrence of all of the following events:
1. Passage by the Village Board in the manner required by law;
 2. Publication in pamphlet form in the manner required by law;
 3. The filing by the Owner with the Village Clerk of a fully executed Unconditional Agreement and Consent, in the form of **Exhibit C** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance; and
 4. Recordation of this Ordinance, together with such exhibits as the Village Clerk deems appropriate for recordation, with the office of the Recorder of Lake County.
- B. In the event that the Owner does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 7.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance by the Village Board, the Village Board will have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[Voting Record and Signatures on Following Page]

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

ORDINANCE NO.

ATTEST:

Harriet Rosenthal, Mayor

Kent S. Street, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 1, 2 and 3 and the North $\frac{1}{2}$ of the 16.0 foot vacated alley South and adjoining lots in block 14 in Deerfield Park Land and Improvement Association Subdivision being a subdivision of part of the Southeast $\frac{1}{4}$ of Section 29, Township 43 North, Range 12 East of the Third Principal Meridian, in Lake County, Illinois.

P.I.N. 16-29-417-001

Commonly known as: 1055 Hazel Avenue, Deerfield, Illinois

EXHIBIT B

GARAGE ADDITION PLANS

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Deerfield, Illinois (“*Village*”):

WHEREAS, Mark C. Jacobson (“*Owner*”) is the record title owner of the property commonly known as 1055 Hazel Avenue, Deerfield, Illinois (“*Property*”); and

WHEREAS, Ordinance No. _____, adopted by the Village Board on _____, 2018 (“*Ordinance*”), grants variations from the "Village of Deerfield Zoning Ordinance 1978," as amended, to permit the construction of an addition to the attached garage with a corner side yard of 4.11 feet on the Property; and

WHEREAS, Section 7.A.3 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner has filed, within 30 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Owner does hereby agree and covenant as follows:

1. The Owner hereby unconditionally agrees to, accepts, consents to, and will abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Owner acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Owner acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village’s granting of variations or adoption of the Ordinance, and that the Village’s approval of the variations does not, and will not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.

4. The Owner hereby agrees to 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 such parties in connection with the Village’s adoption of the Ordinance granting the variations.

[SIGNATURES ON FOLLOWING PAGE]

Dated: _____, 2018.

ATTEST:

MARK C. JACOBSON

By: _____

By: _____

Its: _____

Its: _____

#58624039_v1

Mark and Jane Jacobson
1055 Hazel Avenue
Deerfield, IL 60015-2868
June 18, 2018

Subject: Garage Addition, Side Yard Setback Variance, Report 18-63

Dear Mayor Rosenthal and the Deerfield Board of Trustees,

I wanted to write this letter to thank you and the board, for hearing my wife Jane and my request for a zoning variation and approving our request on Monday evening.

Also, if I am reading the, Board of Zoning Appeals Instructions for Petitioners correctly, I would like to ask you to please, waive the second reading and a waiver of rules which will allow the ordinance, which makes the request legal, to be drawn up sooner.

I am very excited to begin the process of working on the plans, and requesting approvals from the Community Development Department required to issue the building permit and begin construction.

Once again, we appreciate your support!

Mark and Jane Jacobson

847-404-4642

REQUEST FOR BOARD ACTION

Agenda Item: 18-38-5

Subject: Ordinance Authorizing an Amendment to a Planned Unit Development (PUD) to Permit A New Parking Structure at 1717 Deerfield Road – 2R

Action Requested: Second Reading

Originated by: Board of Trustees

Referred to: Mayor and Board of Trustees

Summary of Background and Reason for Request:

On June 4, 2018, the Board of Trustees reconsidered and accepted the Plan Commission's recommendation regarding a request to approve an amendment to a Planned Unit Development to permit a new parking structure at 1717 Deerfield Road. A first reading of the ordinance was held on June 18, 2018. The final approval will also require a resolution, in which the Village and the property owner enter into a development agreement.

Reports and Documents Attached:

Ordinance

Date Referred to Board: July 2, 2018

Action Taken: _____

VILLAGE OF DEERFIELD

ORDINANCE NO. _____

AN ORDINANCE RESTATING, AND GRANTING AN AMENDMENT TO, A
SPECIAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT

(1717 Deerfield Road)

WHEREAS, LSREF4 Rebound, LLC ("**Applicant**") is the owner of record of the parcels of real property consisting of approximately 9.25 acres located at the address commonly known as 1717 Deerfield Road ("**Property**"), which Property is legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance; and

WHEREAS, the Property is located within the I-1 Office, Research, and Restricted Industrial District of the Village ("**I-1 District**"); and

WHEREAS, when the Property was annexed to the Village, the Village granted to the Applicant, among other things, a special use permit for a planned unit development for the Property ("**Original Planned Unit Development Approval**"); and

WHEREAS, the Original Planned Unit Development Approval permitted the construction on the Property of an approximately 141,500 square foot office building and two parking lots (collectively, "**Current Improvements**"); and

WHEREAS, on May 16, 2005, the Village adopted Ordinance No. 0-05-22 amending the Original Planned Unit Development Approval to permit the Applicant to construct a ground sign on the Property ("**Planned Unit Development Approval Amendment**") (the Original Planned Unit Development Approval together with the Planned Unit Development Approval Amendment are, collectively, the "**Planned Unit Development Approval**"); and

WHEREAS, pursuant to Section 12.09 of the "Deerfield Zoning Ordinance 1978," as amended ("**Zoning Code**"), the Applicant has filed an application with the Village to amend the Planned Unit Development Approval ("**Requested Amendment**") to reconfigure the south parking lot and construct on the Property a three-story parking structure ("**Parking Structure**") containing 448 parking spaces ("**Proposed Development**"); and

WHEREAS, a public hearing of the Plan Commission of the Village of Deerfield to consider the Requested Amendment was duly advertised in the Deerfield Review on March 1, 2018 and held on March 22, 2018; and

WHEREAS, on March 22, 2018, the Plan Commission recommended that the Village Board approve the Requested Amendment; and

WHEREAS, the Applicant has agreed to execute and record a development agreement prepared by the Village Attorney, governing the use and further development of the Property and incorporating the conditions set forth in this Ordinance, the text of which is in substantially the form attached to and, by this reference, made a part of this Ordinance as **Exhibit B** ("**Development Agreement**"); and

WHEREAS, the Village Board has determined that the Requested Amendment complies with the required standards for planned unit developments as set forth in Section 12.09 of the Zoning Code; and

WHEREAS, the Village Board also desires to restate and clarify the Planned Unit Development Approval in the manner set forth in this Ordinance by consolidating such relief into a single ordinance; and

WHEREAS, consistent with the Plan Commission recommendation, the Village Board has determined that it will serve and be in the best interests of the Village and its residents to approve the Requested Amendment to the Planned Unit Development Approval for the Property, in accordance with, and subject to, the conditions, restrictions, and provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE BOARD OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the Village Board.

SECTION TWO: RESTATED APPROVAL OF A SPECIAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Four of this Ordinance, the Village Board hereby grants a special use permit for a planned unit development for the Property to allow the Current Improvements on the Property to exist and be further developed as a planned unit development in accordance with the Requested Amendment in accordance with, and pursuant to, Section 12.09 of the Zoning Code and the home rule powers of the Village.

SECTION THREE: RESTATED APPROVAL OF A FINAL DEVELOPMENT PLAN. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Four of this Ordinance, the final development plan for the planned unit development for the Property, consisting of the following documents (collectively, the "*Final Development Plan*"), is hereby approved:

- A. The Existing Site Plan, consisting of one sheet and prepared by the applicant, a copy of which is attached to, and by this reference, made part of this Ordinance as **Exhibit C**, as modified by the plans described in Sections 3.C to 3.K of this Ordinance;
- B. The Signage Plan, consisting of five sheets, a copy of which is attached to, and by this reference, made part of this Ordinance as **Exhibit D**, as modified by the plans described in Sections 3.C to 3.K of this Ordinance;
- C. The Site Plan, consisting of one sheet, a copy of which is attached to, and by this reference, made part of this Ordinance as **Exhibit E**;
- D. The Tier Plans, consisting of 3 sheets, a copy of which is attached to, and by this reference, made part of this Ordinance as **Exhibit F**;

- E. The Landscape Plan, consisting of three sheets and prepared by the Lakota Group, with a latest revision date of April 10, 2018, and the Landscape Plan at Existing Berm, a copy of which is attached to, and by this reference, made part of this Ordinance as **Exhibit G**;
- F. The Tennaqua Lane Drainage Improvements Plan, consisting on one sheet and prepared by Gewalt Hamilton, with a latest revision date of April 10, 2018, a copy of which is attached to, and by this reference, made part of this Ordinance as **Exhibit H**;
- G. Elevations, consisting of two sheets, a copy of which is attached to, and by this reference, made part of this Ordinance as **Exhibit I**;
- H. The Screening Plan, consisting of one sheet, a copy of which is attached to, and by this reference, made part of this Ordinance as **Exhibit J**;
- I. The Civil Engineering – Site Work Plan, consisting of one sheet, a copy of which is attached to, and by this reference, made part of this Ordinance as **Exhibit K**;
- J. The Civil Engineering – Grading Plan, consisting of one sheet and prepared by Gewalt Hamilton Associates, a copy of which is attached to, and by this reference, made part of this Ordinance as **Exhibit L**; and
- K. The Civil Engineering – Lighting Plan, consisting of one sheet and prepared by Walker Associates, a copy of which is attached to, and by this reference, made part of this Ordinance as **Exhibit M**.

SECTION FOUR: CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Village Code or the Zoning Code or any other rights the Applicant may have, the approvals granted in Sections Two and Three of this Ordinance are hereby expressly subject to and contingent upon the redevelopment, use, and maintenance of the Property in compliance with each and all of the following conditions:

- A. Development Agreement.
 - 1. Execution and Recordation. Within 30 days after the adoption of this Ordinance, the Applicant must execute the Development Agreement.
 - 2. Compliance. The development, use, operation, and maintenance of the Property must at all times comply with all terms, conditions, restrictions, and provisions of the Development Agreement.
- B. Standard Conditions.
 - 3. Compliance with Regulations. The redevelopment, use, operation, and maintenance of the Property must comply with all applicable Village codes and ordinances, including, without limitation, the “Development Code of the Village of Deerfield, Illinois,” as all have been or may be

amended from time to time, except to the extent specifically provided otherwise in this Ordinance or the Development Agreement.

4. Compliance with Final Development Plan. The redevelopment, use, operation, and maintenance of the Property must comply with the Final Development Plan, except for minor changes and site work approved by the Village's Principal Planner and the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards.

- C. Closed Circuit Television. Prior to the issuance of a certificate of occupancy for the Parking Structure on the Property, the Applicant must install and maintain in the Parking Structure a closed circuit television system for security purposes.

SECTION FIVE: RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded in the Office of the Lake County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein will run with the Property and inure to the benefit of, and be binding upon, the Applicant and its personal representatives, successors, and assigns.

SECTION SIX: FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Sections Two and Three of this Ordinance will, at the sole discretion of the Village Board, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Board may not so revoke the approvals granted in Sections Two and Three unless it first provides the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Board. In the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION SEVEN: AMENDMENTS. Any amendment to any provision of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code for the granting of special use permits and planned unit development.

SECTION EIGHT: EFFECTIVE DATE.

- D. This Ordinance will be effective only upon the occurrence of all of the following events:
 5. Passage by the Village Board by a majority vote in the manner required by law;
 6. Publication in pamphlet form in the manner required by law;

7. Recordation of this Ordinance, together with such exhibits as the Village Clerk deems appropriate for recordation, with the office of the Recorder of Lake County;
 8. Passage and approval of a resolution by a majority of the members of the Village Board, in the manner provided by law, authorizing the execution of the Development Agreement; and
 9. Execution by the Applicant of the Development Agreement, and delivery to the Village of the executed Development Agreement, within 30 days after the passage of this Ordinance.
- E. In the event that the Applicant does not deliver fully executed copies of the Development Agreement within 30 days after the date of final passage of this Ordinance by the Village Board, as required by Section 8.A.5 of this Ordinance, this Ordinance will automatically, and without further action, be and become null and void and of no force or effect.

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

ORDINANCE NO.

Harriet Rosenthal, Mayor

ATTEST:

Kent S. Street, Village Clerk

EXHIBIT A

Legal Description of the Property

THAT PART OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF MEADOW LANE AS PER PLACE RECORDED MARCH 13, 1958 AS DOCUMENT AND A LINE AS RODS AND 16 LINES SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 31 AFORESAID, THENCE WEST 10 FEET AND SOUTH 730.12 FEET, MORE OR LESS, ALONG THE NORTH AND WEST LINES OF MEADOW LANE AS WIDENED BY PLAT OF DEDICATION RECORDED JULY 8, 1958 AS DOCUMENT 996603 TO THE NORTH LINE OF LOT IN VERNON RIDGE COUNTY HOME SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 25, 1956 AS DOCUMENT 241933; THENCE WESTERLY ALONG THE NORTH LINE OF VERNON RIDGE COUNTRY HOME SUBDIVISION AFORESAID, 340.53 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE ILLINOIS TOLL HIGHWAY RIGHT OF WAY; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE LINE 63 RODS AND 16 LINES SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 31 AFORESAID; THENCE EASTERLY ALONG SAID PARALLEL LINE 51.31 FEET, MORE OR LESS, TO A LINE 360 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 31 AFORESAID; THENCE NORTHERLY ALONG SAID PARALLEL LINE, 143.27 FEET TO A POINT 374.74 FEET (AS MEASURED ALONG SAID PARALLEL LINE) SOUTH OF THE NORTH LINE OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 31 AFORESAID (SAID POINT BEING IN THE SOUTHEASTERLY LINE OF THE ILLINOIS TOLL HIGHWAY RIGHT OF WAY); THENCE NORTHEASTERLY 126.08 FEET TO A POINT IN A LINE 456.06 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 31 AFORESAID AND 284.49 FEET WEST OF THE WEST LINE OF MEADOW LANE HEREINBEFORE DESCRIBED; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF ILLINOIS TOLL HIGHWAY PARCEL NUMBER T-11-4-67 AND THE SOUTHEASTERLY LINE OF ILLINOIS TOLL HIGHWAY PARCEL NUMBER T-11-4-68 TO THE WEST LINE OF MEADOW LANE; THENCE SOUTHERLY ALONG SAID WEST LINE 326.13 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

EXHIBIT B

Development Agreement

EXHIBIT C

Existing Site Plan

EXHIBIT D

Signage Plan

EXHIBIT E

Site Plan

EXHIBIT F

Tier Plan

EXHIBIT G
Landscape Plan

EXHIBIT H

Tennaqua Lane Drainage Improvements Plan

EXHIBIT I

Elevations

EXHIBIT J
Screening Plan

EXHIBIT K

Civil Engineering – Site Work Plan

EXHIBIT L

Civil Engineering – Grading Plan

EXHIBIT M

Civil Engineering – Lighting Plan

REQUEST FOR BOARD ACTION

Agenda Item: 18-77

Subject: Resolution Approving a Development Agreement for 1717 Deerfield Road

Action Requested: Approval for Recommendation

Originated by: Board of Trustees

Referred to: Mayor and Board of Trustees

Summary of Background and Reason for Request:

On June 4, 2018, the Board of Trustees reconsidered and accepted the Plan Commission's recommendation regarding a request to approve an amendment to a Planned Unit Development to permit a new parking structure at 1717 Deerfield Road. A first reading of the ordinance was held on June 18, 2018. The second reading is on the Board's agenda for today, July 2, 2018. As a condition of the adoption of the Ordinance approving an amendment to, a special use for a PUD, the final approvals require that the Village and the property owner enter into a development agreement governing the use and development of 1717 Deerfield Road. The development agreement is still being finalized and will be distributed prior to the July 2, 2018 Board of Trustees meeting.

Reports and Documents Attached:

Resolution

Date Referred to Board: July 2, 2018

Action Taken: _____

VILLAGE OF DEERFIELD

RESOLUTION NO. _____

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT

(1717 Deerfield Road)

WHEREAS, LSREF4 Rebound, LLC ("**Applicant**") is the record owner of that certain real property consisting of approximately 9.25 acres located at the address commonly known as 1717 Deerfield Road in the Village ("**Property**"); and

WHEREAS, on _____, 2018, the Village Board adopted Ordinance No. _____, restating, and granting an amendment to, a special use permit for a planned unit development for the Property (collectively, the "**Final Approvals**"); and

WHEREAS, the Final Approvals require that the Village and the Applicant enter into a development agreement governing the use and development of the Property ("**Development Agreement**"); and

WHEREAS, the Village Board has determined that entering into the Development Agreement with the Applicant will serve and be in the best interest of the Village;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the Village Board.

SECTION TWO: APPROVAL OF DEVELOPMENT AGREEMENT. The Development Agreement by and between the Village and the Applicant is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION THREE: EXECUTION OF DEVELOPMENT AGREEMENT. The Village President and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Development Agreement upon receipt by the Village Clerk of at least one original copy of the Development Agreement executed by the Applicant; provided, however, that if the executed copy of the Development Agreement is not received by the Village Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the Village Board, be null and void.

SECTION FOUR: EFFECTIVE DATE. This Resolution will be in full force and effect upon its passage and approval by a majority of the members of the Village Board.

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO.

Harriet Rosenthal, Village President

ATTEST:

Kent S. Street, Village Clerk

#29495561_v2

EXHIBIT A

DEVELOPMENT AGREEMENT

REQUEST FOR BOARD ACTION

Agenda Item: 18-70

Subject: Concurrence with the Award of Contractual Work at Mitchell Park

Action Requested: Award Contract for Work at Mitchell Park

Originated By: Public Works and Engineering

Referred To: Mayor and Board of Trustees

Summary of Background and Reason for Request:

In March of 2000, the Village of Deerfield and the Deerfield Park District entered into an Intergovernmental Agreement for the installation of a water pumping station at Mitchell Park. The pumping station includes two underground water storage tanks that hold approximately 5 million gallons of potable water. The tanks are below grade and as part of the agreement the Village installed tennis courts above the tanks, essentially on top of the covers of the tanks.

The agreement outlines the various responsibilities of both parties. In particular, the Park District is responsible for determining the need for resurfacing the tennis and basketball courts. When the need to resurface the facilities arises, the Park District is responsible to execute the work and bill the Village for the associated cost.

This April, the Park District received bids for the resurfacing of the basketball courts and the north tennis courts. The Park District Board accepted the low bid contract, with U.S. Tennis Court Construction Co., in the amount of \$44,500. The Park District has also incurred expenses totaling \$2,100 for professional services to assist with contract preparation and bidding. The Village has budgeted \$50,000 in the 2018 fiscal year for expenses related to this endeavor.

The U.S. Tennis Court Construction Co. has completed work in the Village in the past and is in good standing with the Park District. If approved the resurfacing work will begin in August. Staff recommends that the Mayor and Board of Trustees Concur with the Award of Contractual Work at Mitchell Park in an amount not to exceed \$46,600.

Reports and Documents Attached:

None

Date Referred to Board:
July 2, 2018

Action Taken: _____

REQUEST FOR BOARD ACTION

Agenda Item: 18-71

Subject: Resolution Authorizing Membership and Participation in the Northeastern Illinois Public Safety Training Academy (NIPSTA)

Action Requested: Adopt the proposed Resolution

Originated By: Public Works and Engineering

Referred To: Mayor and Board of Trustees

Summary of Background and Reason for Request

The Northeastern Illinois Public Safety Training Academy (NIPSTA) is an intergovernmental agency comprised of municipalities, fire protection districts, and other organizations located in the Chicago metropolitan area that have combined energies and resources to create a regional, state-of-the-art public safety training facility. On a 20-acre campus in Glenview, NIPSTA delivers programs and services to its members that address public safety needs and professional development.

Every municipality and fire protection district within the Chicago metropolitan area that provides life safety and is responsible for public utilities is eligible to be a member of NIPSTA. Participation shall be contingent upon the execution of the NIPSTA Intergovernmental Agreement, Contract and Bylaws, and the payment of annual membership dues.

The Village of Deerfield has been an active member of NIPSTA since April 2006. NIPSTA boasts many specialized indoor and outdoor buildings and props in a training environment that is unlike any other in the region. A year-round calendar of training opportunities is offered on a variety of public works topics. Members are eligible for discounted tuition, priority registration, and "members only" training. The annual fee for membership is \$3,000.

The Acting Director of Public Works and Engineering recommends adoption of the Resolution authorizing the execution of the Intergovernmental Agreement between the Village of Deerfield and NIPSTA.

Reports and Documents Attached:

Copy of Resolution

Date Referred to Board: July 2, 2018

Action Taken: _____

VILLAGE OF DEERFIELD

RESOLUTION NO. _____

A RESOLUTION SELECTING AND DESIGNATING THE DELEGATE AND ALTERNATE DELEGATE TO THE NORTHEASTERN ILLINOIS PUBLIC SAFETY TRAINING ACADEMY (NIPSTA) BOARD OF DIRECTORS

WHEREAS, on July 2, 2018, the Village Board approved Resolution No. _____ authorizing the Village’s membership and participation in the Northeastern Illinois Public Safety Training Academy (“*NIPSTA*”); and

WHEREAS, Resolution No. _____ designated Barbara K. Little, the Director of Public Works and Engineering, as the Village’s delegate to the NIPSTA Board of Directors and Brad Fink, the Assistant to the Director of Public Works and Engineering at the time, as the Village’s alternate delegate; and

WHEREAS, Brad Fink no longer works for the Village; and

WHEREAS, rather than selecting specific individuals as delegates and alternate delegates, the Village desires to: (i) designate the Director of Public Works and Engineering, or, if applicable, the Acting Director of Public Works and Engineering, as the delegate to represent the Village on the NIPSTA Board of Directors; and (ii) the Assistant to the Director of Public Works and Engineering or, if applicable, the Acting Assistant to the Director of Public Works, as the alternate delegate (collectively, “*Delegates*”); and

WHEREAS, the Village Board has determined that it is in the Village’s best interest to approve the selection and designation of the Delegates;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the Village Board.

SECTION TWO: SELECTION AND DESIGNATION OF DELEGATE AND ALTERNATE DELEGATE. The Village Board hereby selects and designates (i) the Director of Public Works and Engineering, or, if applicable, the Acting Director of Public Works and Engineering, as the delegate to represent the Village on the NIPSTA Board of Directors; and (ii) the Assistant to the Director of Public Works and Engineering or, if applicable, the Acting Assistant to the Director of Public Works, as the alternate delegate.

SECTION THREE: EFFECTIVE DATE. This Resolution will be in full force and effect upon its passage and approval by a majority of the members of the Village Board.

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO.

ATTEST:

Harriet Rosenthal, Village President

Kent S. Street, Village Clerk

REQUEST FOR BOARD ACTION

Agenda Item: 18-72

Subject: Authorization to Execute an Intergovernmental Agreement with the Illinois State Toll Highway Authority (Emergency Water Connection)

Action Requested: Approve the Intergovernmental Agreement

Originated by: Public Works and Engineering Department

Referred to: Mayor and Board of Trustees

Summary of Background and Reason for Request

Staff has recently learned of rehabilitation/reconstruction projects that are scheduled for the Edens Spur, between the I-94 interchange in Deerfield and the US 41 interchange in Northbrook, over the next several years. The projects are expected to be built in phases during the construction seasons spanning 2019-2022. The 2019 season will include rehabilitation of the Edens Spur between Embassy Way and Pfingsten Road, and includes the complete demolition and reconstruction of the Pfingsten Road Bridge over the Spur. This timing affords the Villages of Northbrook and Deerfield the opportunity to construct the first emergency water connection between the two Municipalities.

Public Works and Administration have been in discussion with the Illinois State Toll Highway Authority regarding a joint effort to design and construct the emergency water connection in 2019. As part of the discussion, the Village of Deerfield has agreed to take responsibility as the lead agency for the project. An Intergovernmental Agreement (IGA) has been drafted that identifies financial responsibilities for both parties as well as future maintenance responsibilities. As part of the IGA, the Village of Deerfield will execute the construction and construction engineering contracts, and be the main point of contact during construction.

The effort includes coordination with the Villages of Deerfield and Northbrook, coordination with the water system modeling engineer to assess interconnection options, preparation of specifications and engineering drawings, and coordination with IDOT and the Illinois Tollway during construction. Design and modeling work are now complete that the plans and specifications are under review by the Illinois Tollway. The total estimated cost for construction and construction engineering is \$424,000, half of which will be reimbursed by the Village of Northbrook.

Though the work is expected to take place in 2019, the Illinois Tollway has asked for 80% of the cost to be paid up front and upon award of the contract. This is consistent with recent IGA's executed between the Village of Deerfield and Lake County in 2015 and the Village of Deerfield and Cook County in 2011.

Staff recommends approval of the Intergovernmental Agreement with the Illinois State Toll Highway Authority. Staff will be available at the meeting to answer questions.

Reports and Documents Attached

Intergovernmental Agreement

Date Referred to Board: July 2, 2018

Action Taken: _____

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE VILLAGE OF DEERFIELD**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 20____, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and the VILLAGE OF DEERFIELD, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Edens Spur (I-94) from Milepost 26.25 to Milepost 30.00 (hereinafter sometimes referred to as "Toll Highway"), and included in ILLINOIS TOLLWAY construction contract(s) including but not limited to (Design Contract # RR-16-4275), and (Construction Contract # I-18-4374 (hereinafter referred to as the "PROJECT") by making the following improvements:

Pavement will be rehabilitated at the west end of the project limits from M.P. 26.25 to M.P. 26.9. The eastern section of the improvement, from M.P. 26.9 to M.P. 30.0, will be totally reconstructed. The existing roadway footprint will be reduced by moving the travel lanes into the grass median and adding a concrete barrier to safely separate traffic. Improvements will consist of replacing all pavements, replacement of the Pfingsten Road crossroad bridge, rehabilitation of multiple crossroad bridges, construction of the barrier separated median with stormwater management facilities, upgrading the Intelligent Transportation System, and installing a new lighting system; and

WHEREAS, the VILLAGE requests that the ILLINOIS TOLLWAY include in its PROJECT construction of an emergency transmission water main at M.P. 26.75 on the west side of Pfingsten Road bridge consisting of approximately 230 feet of 30" diameter steel casing pipe to be bored and jacked, crossing under the Toll Highway, extending from each end of the casing pipe outside the ILLINOIS TOLLWAY right-of-way, hereinafter referred to as the "VILLAGE FACILITIES", subject to reimbursement from the VILLAGE to the ILLINOIS TOLLWAY; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the VILLAGE's request to construct the VILLAGE FACILITIES, subject to reimbursement from the VILLAGE to the ILLINOIS TOLLWAY; and

WHEREAS, subsequent to this AGREEMENT, the VILLAGE agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the VILLAGE FACILITIES

located on ILLINOIS TOLLWAY property, and to abide by all conditions set forth therein; and

WHEREAS, the ILLINOIS TOLLWAY and the VILLAGE by this instrument, desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT as proposed; and

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the "Toll Highway Act," 605 ILCS 10/1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, the VILLAGE by virtue of its powers as set forth in the "Illinois Municipal Code" 65 ILCS 5/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the "Intergovernmental Cooperation Act", 5 ILCS 220/1 *et seq.*

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

I. ENGINEERING

A. The ILLINOIS TOLLWAY will perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications to construct the PROJECT.

B. The VILLAGE will provide preliminary and final design engineering plans to integrate construction of the VILLAGE FACILITIES into the PROJECT plans to the ILLINOIS TOLLWAY for review.

C. The ILLINOIS TOLLWAY shall review for approval the plans and specifications which impact the Toll Highway. Approval by the ILLINOIS TOLLWAY shall mean the ILLINOIS TOLLWAY agrees with all specifications in the plans, including alignment and location of the VILLAGE FACILITIES which impact the Toll Highway. In the event of disapproval, the ILLINOIS TOLLWAY will detail in writing its objections to the proposed plans and specifications for review and consideration by the VILLAGE.

D. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.

E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of

Greater Chicago, including but not limited to Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.

F. The VILLAGE shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the VILLAGE.

II. RIGHT OF WAY

A. The acquisition or transfer of property interests is not required between the PARTIES for construction of the PROJECT, or the VILLAGE FACILITIES, nor is the transfer of any interest in land deemed necessary for the future maintenance and operation of their respective facilities. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any property interests pursuant to this AGREEMENT

B. As necessary to construct the PROJECT, and the VILLAGE FACILITIES, the ILLINOIS TOLLWAY requires temporary access and use of the VILLAGE's right of way and the VILLAGE shall issue a permit allowing the ILLINOIS TOLLWAY and/or its contractor(s) all temporary use necessary in furtherance of this AGREEMENT. This permission will be granted with waiver of all fees and free of any consideration.

III. UTILITY RELOCATION

A. The ILLINOIS TOLLWAY agrees to provide the VILLAGE, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing VILLAGE rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.

B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.

IV. CONSTRUCTION

A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain VILLAGE concurrence as to the amount of bids (for work to be funded wholly or partially by the VILLAGE before award), award the contract(s), provide construction engineering inspections and cause the PROJECT and the VILLAGE FACILITIES to be constructed in accordance with the PROJECT and VILLAGE FACILITIES plans and specifications, subject to reimbursement by the VILLAGE as hereinafter stipulated.

B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the VILLAGE shall be submitted to the VILLAGE for approval prior to commencing such work. The VILLAGE shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the VILLAGE shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the VILLAGE within fifteen (15) calendar days after delivery to the VILLAGE of the proposed deviation, the proposed deviation shall be deemed approved by the VILLAGE.

C. The VILLAGE and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the construction of the VILLAGE FACILITIES. The VILLAGE shall assign personnel to perform inspections on behalf of the VILLAGE of all work included in the construction of the VILLAGE FACILITIES, and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.

D. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.

E. The ILLINOIS TOLLWAY shall give notice to the VILLAGE upon completion of 70% and 100% of the VILLAGE FACILITIES construction contracts to be subsequently maintained by the VILLAGE, and the VILLAGE shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the VILLAGE does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all VILLAGE FACILITIES construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the VILLAGE FACILITIES construction shall be deemed accepted by the VILLAGE. At the request of the VILLAGE, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the VILLAGE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The VILLAGE shall perform such joint re-

inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

F. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

V. FINANCIAL

A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs.

B. Except as otherwise identified herein, the VILLAGE agrees to pay all VILLAGE FACILITIES related preliminary and design engineering costs.

C. It is mutually agreed by the PARTIES hereto that the estimated cost to the VILLAGE is \$369,000.00 for construction costs, \$18,500.00 (5% of construction costs) for mobilization, \$36,900.00 (10% of construction costs) for construction engineering, for a total estimated cost of \$424,400.00.

D. It is further agreed that notwithstanding the estimated cost, the VILLAGE shall be responsible for the actual costs associated with the requested VILLAGE FACILITIES construction described in the Recital section of this AGREEMENT.

E. The VILLAGE agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, the VILLAGE will pay to the ILLINOIS TOLLWAY, an amount equal to 80% of its obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to said ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion of construction of the VILLAGE FACILITIES, based on final costs.

F. The VILLAGE may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE - DEFINITIONS

A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the VILLAGE.

B. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:

C. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.

D. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.

E. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.

F. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.

G. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.

H. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice

provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineering Officer.

I. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.

VII. MAINTENANCE - RESPONSIBILITIES

A. The ILLINOIS TOLLWAY agrees to maintain I-94 in its entirety.

B. The VILLAGE agrees to maintain, or cause to maintain, the VILLAGE FACILITIES, consisting of approximately 230 feet of 30" diameter steel casing pipe to be bored and jacked, crossing under the Toll Highway, extending from each end of the casing pipe outside the ILLINOIS TOLLWAY right-of-way or any work the ILLINOIS TOLLWAY is including in the PROJECT for the VILLAGE at their request, in its entirety.

C. If in the future, the ILLINOIS TOLLWAY adopts a roadway or other improvement which requires modification, relocation or reconstruction to VILLAGE FACILITIES, then the VILLAGE hereby agrees to be financially responsible for the entire cost to modify, relocate or reconstruct VILLAGE FACILITIES in conjunction with the ILLINOIS TOLLWAY's proposed improvement.

D. In the event the VILLAGE fails to maintain the VILLAGE FACILITIES located on the west side of the Pfingsten Road Bridge crossing under I-94 in its entirety and the ILLINOIS TOLLWAY is required to maintain the VILLAGE FACILITIES to protect the integrity of the ILLINOIS TOLLWAY's structure from imminent danger, the VILLAGE agrees to reimburse the ILLINOIS TOLLWAY for the cost of the emergency maintenance plus 10% for overhead within thirty (30) calendar days of receipt of an invoice from the ILLINOIS TOLLWAY.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

A. During construction, the VILLAGE shall continue to maintain all portions of the PROJECT within the VILLAGE's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).

B. All items of construction which are stipulated in this AGREEMENT to be maintained by the VILLAGE shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the VILLAGE, and all items of

construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.

C. The VILLAGE agrees to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the VILLAGE FACILITIES.

IX. GENERAL PROVISIONS

A. It is understood and agreed that this is an AGREEMENT between the Village of Deerfield and the Illinois State Toll Highway Authority.

B. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.

C. Wherever in this AGREEMENT approval or review by either the VILLAGE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.

D. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.

E. In the event of a dispute between VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the VILLAGE's Engineer of shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.

F. In the event of a dispute between the VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the construction of VILLAGE FACILITIES, or a dispute concerning the plans and specifications for the construction of the VILLAGE FACILITIES, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the VILLAGE's Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning

the construction of the VILLAGE FACILITIES, the decision of the VILLAGE's Engineer shall be final as long as that decision does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.

G. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

H. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 12-3456789 and it is doing business as a governmental entity, whose mailing address is 850 Waukegan Road, Deerfield, Illinois 60015.

I. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.

J. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.

K. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.

L. The failure by the ILLINOIS TOLLWAY or the VILLAGE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the VILLAGE unless such provision is waived in writing.

M. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Du Page County, Illinois.

N. The VILLAGE agrees to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or the VILLAGE under the AGREEMENT for a minimum of five (5) years from the last action on the AGREEMENT. The VILLAGE further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

O. The VILLAGE also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General of the Illinois State Toll Highway

Authority (“OIG”) has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The VILLAGE will fully cooperate in any OIG investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes providing access to all information and documentation related to the performance of this AGREEMENT, and disclosing and making available all personnel involved or connected with, or having knowledge of, the performance of this AGREEMENT.

P. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY: The Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Chief Engineering Officer

To the VILLAGE: The Village of Deerfield
850 Waukegan Road
Deerfield, Illinois 60015
Attn: **Please Advise**

R. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

THE VILLAGE OF DEERFIELD

By: _____
Harriet Rosenthal
Mayor

Attest: _____

Date: _____

(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Elizabeth Gorman
Executive Director

Date: _____

Approved as to Form and Constitutionality

Tiffany B. Schafer, Assistant Attorney General, State of Illinois

REQUEST FOR BOARD ACTION

Agenda Item: 18-73

Subject: Authorization to Execute an Intergovernmental Agreement with the Village of Northbrook (Emergency Water Connection)

Action Requested: Approve the Intergovernmental Agreement

Originated by: Public Works and Engineering Department

Referred to: Mayor and Board of Trustees

Summary of Background and Reason for Request

Staff has recently learned of rehabilitation/reconstruction projects that are scheduled for the Edens Spur, between the I-94 interchange in Deerfield and the US 41 interchange in Northbrook, over the next several years. The projects are expected to be built in phases, during the construction seasons spanning 2019-2022. The 2019 season will include rehabilitation of the Edens Spur between Embassy Way and Pflingsten Road, and includes the complete demolition and reconstruction of the Pflingsten Road Bridge over the Spur. This timing affords the Villages of Northbrook and Deerfield the opportunity to construct the first emergency water connection between the two Municipalities.

Public Works and Administration have been in discussion with the Village of Northbrook regarding a joint effort to design and construct the first connection in 2019. As part of the discussion, the Village of Deerfield has agreed to take responsibility as the lead agency for the project. An Intergovernmental Agreement (IGA) has been drafted that identifies financial responsibilities for both parties. As part of the IGA, the Village of Deerfield will execute the construction and construction engineering contracts, and request reimbursement from the Village of Northbrook for 50% of costs incurred.

The effort includes coordination with the Villages of Deerfield and Northbrook, coordination with the water system modeling engineer to assess interconnection options, preparation of specifications and engineering drawings, and coordination with IDOT and the Illinois Tollway during construction. Design and modeling work are now complete that the plans and specifications are under review by the Illinois Tollway. The total estimated cost for construction and construction engineering is \$424,000, half of which will be reimbursed by the Village of Northbrook.

Though the work is expected to take place in 2019, the Illinois Tollway has asked for 80% of the cost to be paid up front and upon award of the contract. This is consistent with recent IGA's executed between the Village of Deerfield and Lake County in 2015 and the Village of Deerfield and Cook County in 2011.

Staff recommends approval of the Intergovernmental Agreement with the Village of Northbrook. Staff will be available at the meeting to answer questions.

Reports and Documents Attached

Intergovernmental Agreement

Date Referred to Board: July 2, 2018

Action Taken: _____

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF NORTHBROOK AND THE VILLAGE OF DEERFIELD
FOR THE EDENS EXPRESSWAY PFINGSTEN ROAD WATER CONNECTION**

THIS INTERGOVERNMENTAL AGREEMENT (“*Agreement*”) is made and entered into by and between the VILLAGE OF NORTHBROOK, an Illinois home rule municipality (hereinafter referred to as “*Northbrook*”), and the VILLAGE OF DEERFIELD, an Illinois home rule municipality (hereinafter referred to as “*Deerfield*”), as of the latter of the signature dates below (the “*Effective Date*”).

RECITALS

A. Deerfield and Northbrook are participating with the Illinois Department of Transportation (“*IDOT*”) and the Illinois State Toll Highway Authority (“*ISTHA*”) in the installation of an underground casing pipe and water main which will allow for a future potable water connection that will traverse the Edens Spur in the vicinity of Pfingsten Road (“*Project*”). The Project is generally described in the scope of services provided by the Ciorba Group (hereinafter referred to as the “*Consultant*”), a copy of which is attached to this Agreement as *Exhibit A* (“*Scope of Services*”).

B. The Project will benefit residents and businesses in both Northbrook and Deerfield.

C. The Project is the sole financial responsibility of the parties and the cost shall be shared equally between Deerfield and Northbrook. Work for the Project includes design and construction engineering services, installation of approximately three hundred (300) lineal feet of ductile iron casing, approximately three hundred (300) feet of ductile iron water main, and all ancillary items necessary to complete the Project (collectively, the “*Improvements*”). The estimated aggregate cost of designing and constructing the Project is Four Hundred and Fourty Two Thousand Dollars (\$442,000).

D. The Project will be conducted in three phases:

Phase I: Independent Interconnect Studies;

Phase II: Engineering Design; and

Phase III: Construction and Installation of the Improvements.

E. Phase I has been conducted and paid for by each of the Parties individually.

F. The Scope of Services provided by the Consultant solely covers Phase II of the Project.

G. The Parties are expected to enter into a separate intergovernmental agreement to address construction management/engineering services, future responsibilities as it pertains to operation and maintenance of the Improvements after installation.

H. Deerfield has already entered into a professional services agreement with the Consultant for the work included in Phase II in a not-to-exceed amount of \$20,000.

I. Northbrook and Deerfield are authorized to enter into this Agreement pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, the Illinois Intergovernmental Cooperation Act, and their authority as home rule units of local government under the provisions of Article VII, Section 6 of the Illinois Constitution of 1970.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Village of Northbrook and the Village of Deerfield hereby agree as follows:

SECTION 1: Recitals. The above and foregoing recitals, being true, correct and material to this Agreement, are hereby incorporated and made a part of this Agreement with the same force and effect as if fully set forth herein as the agreement of the Parties.

SECTION 2: The Project. The scope of the Project is identified in the Scope of Services.

SECTION 3: Local Agency Agreement. If required by either IDOT or the ISTHA, Deerfield will enter into local agency agreement to coordinate efforts and permitting necessary for Phase II or Phase III of the Project accordance with plans approved by ISTHA and IDOT policies and procedures approved and/or required by the Federal Highway Administration.

SECTION 4: Construction of Project. The construction contract for Phase III of the Project will be let and administered by and implemented by the ISTHA in cooperation with Deerfield. Deerfield will act as the lead local agency for Phase III of the Project. The Consultant shall coordinate with the ISTHA and IDOT to ensure that the Project is incorporated into the plans, specifications, and bid packages for the proposed Edens Spur/Pfingsten Road Bridge rehabilitation project.

SECTION 5: Funding of Project Phases.

5.1 Parties acknowledge and agree that all costs incurred by the Parties in Phase I of the Project are the responsibility of each individual Party and that no reimbursement is owed to either Party.

5.2 Deerfield will be responsible for paying all invoices provided by the Consultant for its professional services incurred as party of Phase II of the Project as set forth in the Scope of Services.

5.2 Northbrook will reimburse Deerfield for fifty percent (50%) of the cost of the professional engineering services rendered by the Consultant for Phase II in an amount not-to-exceed [**\$10,000**].

5.3 Northbrook shall reimburse Deerfield for payments to the Consultant within thirty (30) days after presentation of proof of such payments up to the maximum reimbursement amount set forth in subsection 5.2.

5.4 Cost for Phase III have not been finalized, but the parties agree that Northbrook will reimburse Deerfield for any funds Deerfield provides to ISTHA in pursuit of Phase III [up to a not-to-exceed amount of \$212,000].

SECTION 6: Cooperation with Project Implementation.

6.1 Deerfield and Northbrook will cooperate with the ISTHA's construction contractor(s) to facilitate and implement the Project.

6.2 The Parties agree to provide ISTHA, its contractors, consultants, agents, and invitees with access to public property under the Parties' respective control as may be reasonably necessary for the completion of the Project.

6.3 The Parties agree to keep each other informed of any controversies, claims, or disputes arising from the design, engineering, construction, operation, and maintenance of the Project.

SECTION 7: Notices.

7.1 All notices required or to be given pursuant to this Agreement shall be in writing and either delivered personally, or by a nationally recognized overnight courier service, or mailed by United States certified mail, postage prepaid, addressed to Deerfield and Northbrook as follows:

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

If to Northbrook: Village of Northbrook
1225 Cedar Lane
Northbrook, Illinois 60062
Attention: Village Manager

7.2 Notices shall be deemed effective and properly delivered and received when and if notice is either personally delivered, delivered by Federal Express or other overnight courier, or

three (3) business days after notice is deposited in the U.S. Mail, by certified mail, return receipt requested, postage prepaid.

7.3 Either party may change the names and addresses of the persons to whom notices shall be delivered by written notice to Deerfield or Northbrook as in the manner herein provided for the service of notice.

SECTION 8: Severability. Each provision of this Agreement is severable from all other provisions of this Agreement and, if one or more of the provisions of this Agreement shall be declared invalid, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

SECTION 9: Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective officers, agents, grantees, successors and assigns.

SECTION 10: Entire Agreement. This provisions set forth herein represent the entire agreement between the parties and supersede any previous oral or written agreements. No provision may be modified, revised or amended in any respect unless such modification, revision or amendment is in writing and signed by both parties.

SECTION 11: Execution of Agreement. The parties do hereby certify and warrant that this Agreement has been executed by their duly authorized officers and representatives.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

VILLAGE OF DEERFIELD

VILLAGE OF NORTHBROOK

By: _____
Mayor

By: _____
Village President

Dated: _____, 2018

Dated: _____, 2018

ATTEST:

ATTEST:

Village Clerk

Village Clerk

EXHIBIT A

CIORBA GROUP SCOPE OF SERVICES

REQUEST FOR BOARD ACTION

Agenda Item: 18-74

Subject: Award of Contract for Water System Operator Assistance

Action Requested: Award Contract for Water Operator Assistance

Originated By: Public Works and Engineering

Referred To: Mayor and Board of Trustees

Summary of Background and Reason for Request:

The water division is made up of six full time employees. This division is responsible for distribution of the Village's water supply, IEPA testing, emergency operations with respect to water, O&M of 4 pumping stations (all associated equipment and underground storage), 1 elevated storage tank, water meter reading, and 95 miles of water main and associated appurtenances. The Village of Deerfield water system demand averages 2.3 MGD and reaches 6.2 MGD during peak water use periods.

The water division is currently undergoing reorganization, due to the retirement of a senior staff member, Water Distribution Supervisor. The Water Distribution Supervisor has been employed by the Village for more than 30 years and has considerable historical knowledge regarding the intricacies of the water distribution system. Therefore, the department is seeking a temporary, experienced, water operator to assist with the impending transition.

It is the intent of the department to document system operations, transition younger staff into more responsible roles within the division, and develop a set of Standard Operating Procedures (SOP's) for the division. To achieve this goal the department has engaged engineering firms with specific skills to assist. Two such firms were interviewed in May of 2018 and the Village has selected Robinson Engineering as the firm that is best qualified to meet our needs. As part of this process, the Village will select one individual to serve as additional staff (water system operator); while additional services may be assigned to other associates within the firm, as directed.

Though Robinson Engineering has not assisted the Village in the past, they have a good reputation in the water/wastewater field in the Chicago area. Due to the timing of the impending retirement this expenditure has not been included in the 2018 fiscal budget. Staff recommends that the Mayor and Board of Trustees Award the Contract for Water System Operator Assistance in an amount not to exceed \$31,600.

Reports and Documents Attached:

None

Date Referred to Board: July 2, 2018

Action Taken: _____