

AGENDA FOR THE BOARD OF TRUSTEES
Monday, January 4, 2016, 7:30 P.M.

Call to Order
Roll Call
Pledge of Allegiance
Promotion of Officer Andrew Kupsak to Police Sergeant
Minutes of Previous Meeting
Treasurer's Report
Bills and Payroll
Public Comment

REPORTS

16-4 Report and Recommendation of Staff re: Creating a New Class C Liquor License (Beer and Wine Only) for Starbucks Located at 675 Deerfield Road

CONSENT AGENDA

15-112-2 Ordinance Authorizing a Class A Special Use for Escape Salon to be Located at 711 Orchard Street (Jasmine Metz and Dr. Al LaPelusa) – 2R

15-113-2 Ordinance Amending Section 22-164 of the Deerfield Municipal Code to Authorize a Stop Street Intersection on Elysian Way at Carlisle Avenue – 2R

15-115-1 Ordinance Authorizing a Fence Height Modification at 648 Ambleside Drive – 1R

OLD BUSINESS

NEW BUSINESS

16-1 Approval of Intergovernmental Agreement (IGA) for the North Avenue Reconstruction Project

16- 2 Approval of Local Agency Agreement for Federal Participation for the North Avenue Reconstruction Project

16-3 Authorization to Award Contract for Construction Engineering Services for the North Avenue Reconstruction Project

16-5 Authorization to Purchase a Police Administration Vehicle

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

December 21, 2015

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 December 21, 2015, at 7:30 p.m. The clerk called the roll and announced that the following were:

Present: Harriet Rosenthal, Mayor
Thomas Jester
Robert Nadler
Barbara Struthers

Absent was: Alan Farkas
William Seiden
Dan Shapiro

and that a quorum was present and in attendance. Also present were Andrew Lichterman, Assistant to the Village Manager, and Village Attorney Peter Coblenz.

PLEDGE OF ALLEGIANCE

Daniel Chertow, Boy Scout working on a badge, led those in attendance in reciting the Pledge of

Allegiance.

DEPARTMENTAL OBJECTIVES

Mr. Lichterman presented highlights from the Administration report on departmental objectives.

He reported on electric aggregation, noting that ComEd has been competitive and residents have been switched back to ComEd. Mr. Lichterman indicated the businesses have recycled 11 percent of the total waste stream through the new commercial waste franchise. The Village will look at reports from other communities to get a benchmark. Staff has worked on several contracts over the past six months. Administration also worked on the budget, starting the process in August. It was approved on November 15, 2015. The Administration Department has also been involved in economic development, especially with the Deerbrook Mall redevelopment. Mayor Rosenthal recently held a round table with merchants. He noted that Deerfield has been voted the 38 best suburb in the country and the sixth best place to start a business in Illinois.

The IT division includes processing more than 800 work orders and continues to support the police department's upgrades.

MINUTES OF PREVIOUS MEETING

Trustee Struthers moved to approve the minutes from the December 7, 2015, Board of Trustees

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

BILLS AND PAYROLL

Trustee Nadler moved to approve the Bills and Payroll. Trustee Struthers seconded the motion.

The motion passed by the following vote:

AYES: Jester, Nadler, Rosenthal, Struthers (4)
NAYS: None (0)

PUBLIC COMMENT

There was no Public Comment on non-agenda items.

REPORTS

REPORT AND RECOMMENDATION
OF THE BOARD OF ZONING
APPEALS RE: REQUEST FOR A
FENCE HEIGHT MODIFICATION AT
648 AMBLESIDE DRIVE

Mr. Lichterman reported the Board of Zoning Appeals held a Public Hearing on November 17, 2015, to consider the request for a fence height modification for the property located at 648 Ambleside Drive. The property owners are requesting a fence 4 feet in height rather than the permitted 3 feet. The Board of Zoning Appeals voted 6-0 to send a favorable recommendation to the Mayor and Board of Trustees.

Trustee Struthers moved to accept the report and recommendation of the Board of Zoning Appeals. Trustee Nadler seconded the motion. The motion passed by the following vote:

AYES: Jester, Nadler, Rosenthal, Struthers (4)
NAYS: None (0)

CONSENT AGENDA

ORDINANCE AUTHORIZING A CLASS
A SPECIAL USE FOR ESCAPE SALON
TO BE LOCATED AT 711 ORCHARD
STREET – 1R

An Ordinance authorizing a Class A Special Use for Escape Salon to be located at 711 Orchard Street. First Reading.

ORDINANCE AMENDING SECTION
22-164 OF THE DEERFIELD
MUNICIPAL CODE TO AUTHORIZE A
STOP STREET INTERSECTION ON
ELYSIAN WAY AT CARLISLE – 1R

An Ordinance amending Section 22-164 of the Deerfield Municipal Code to authorize a stop street intersection at Elysian Way at Carlisle Way. First Reading.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

ORDINANCE O-15-39 AMENDING
AND REVISING THE ANNUAL
BUDGET OF TE VILLAGE OF
DEERFIELD FOR THE FISCAL YEAR
BEGINNING ON JANUARY 1, 2015
AND ENDING DECEMBER 31, 2015

Mr. Burk reported there were two capital projects where the project cost came in under the bid amount but was higher than the budgeted amount. This Ordinance cleans up the budget.

Trustee Jester moved to waive the First Reading of the Ordinance. Trustee Struthers seconded the motion. The motion passed unanimously on a voice vote.

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

AYES: Jester, Nadler, Rosenthal, Struthers (4)
NAYS: None (0)

AUTHORIZATION TO RENEW GIS
SERVICE PROVIDER CONTRACT

Mr. Lichterman reported that staff recommends renewing the GIS contract with MGP Inc. He noted there is an increase of 0.8 percent, which

represents a \$600 increase. The Village has been a member of the GIS Consortium since 2002. Trustee Jester believes this is a great service for the Village.

Trustee Jester moved to renew the GIS contract with MPG Inc. in an amount not to exceed \$76,010. Trustee Nadler seconded the motion. The motion passed by the following vote:

AYES: Jester, Nadler, Rosenthal, Struthers (4)
NAYS: None (0)

DISCUSSION

HAPPY HOLIDAYS

On behalf of the Village Board and staff, Mayor Rosenthal wished everyone happy holidays.

NEXT MEETING

The next regular Board of Trustees meeting will Take place on January 4, 2016 at 7:30 pm.

ADJOURNMENT

Trustee Jester moved to adjourn the meeting.

Trustee Shapiro seconded the motion. The motion passed unanimously on a voice vote. The meeting was adjourned at 7:45 p.m.

Respectfully submitted,

Jeri Cotton
Secretary

TREASURER'S REPORT
November 30, 2015

HIGHLIGHT REPORT
November 30, 2015

SALES TAX (non home-rule)*

SALES MONTH	RECEIPT MONTH	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	% CHANGE PRIOR YR. PERIOD	TOTAL 12 MONTHS RUNNING	% CHANGE ANNUAL TOTALS
						3,757,917	
October	January	360,658	331,326	371,192	12.0%	3,760,034	0.1%
November	February	269,442	268,123	270,906	1.0%	3,799,900	1.1%
December	March	297,250	290,046	351,164	21.1%	3,802,683	0.1%
January	April	287,347	255,689	282,558	10.5%	3,863,801	1.6%
February	May	234,374	238,998	218,180	-8.7%	3,890,670	0.7%
March	June	293,331	304,788	283,631	-6.9%	3,869,852	-0.5%
April	July	303,890	298,666	301,171	0.8%	3,848,695	-0.5%
May	August	322,473	311,357	296,960	-4.6%	3,851,200	0.1%
June	September	268,306	335,985	376,785	12.1%	3,836,803	-0.4%
July	October	278,420	348,688	293,576	-15.8%	3,877,603	1.1%
August	November	329,386	431,169	329,032	-23.7%	3,822,491	-1.4%
September	December	343,082	345,199		0.6%	3,720,354	-2.7%
TOTAL		3,587,959	3,760,034	3,375,155			-0.9%
YTD Subtotal		<u>3,244,877</u>	<u>3,414,835</u>	<u>3,375,155</u>			

MAJOR REVENUE SOURCES

Revenue Items	November	Fiscal YTD	Projected YTD	Variance	FY Budget	Current FY Projection
Sales Tax (non-HR)	476,011	4,590,413	4,491,667	98,746	4,900,000	4,900,000
Home Rule Sales Tax	383,301	3,780,201	3,850,000	(69,799)	4,200,000	4,000,000
Water Sales	352,827	3,457,236	3,831,667	(374,431)	4,180,000	3,900,000
Interest*	4,375	128,572	142,679	(14,107)	155,650	155,650
Sewer Use Charge	237,290	2,411,727	2,543,750	(132,023)	2,775,000	2,650,000
Hotel Tax	190,403	1,970,726	1,650,000	320,726	1,800,000	2,000,000
Electric Utility Tax	91,769	1,174,548	1,145,833	28,715	1,250,000	1,250,000
State Income Tax	105,803	1,738,898	1,558,333	180,565	1,700,000	1,800,000
Building Permits	87,039	926,051	802,083	123,968	875,000	950,000

*All budgeted funds (excluding police pension)

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

Revenues	2,379,661	23,877,535	23,449,900	427,635	25,552,800	25,451,122
Expenditures	2,088,563	24,324,189	26,179,257	(1,855,068)	29,550,098	27,661,785

REVENUES AND EXPENDITURES

Sales tax net of rebate increased from last month to a level consistent with two years ago. The decrease from the same period of the prior year is due largely to economic incentive activity. Water and Sewer billings decreased as expected and are consistent with the same period of the prior year. Hotel tax decreased slightly from last month. Electric Utility tax decreased from last month, but is consistent with the same period of last year. State Income tax continues to exceed the prior year to date amount. No Motor Fuel Tax, Local Use Tax, or E-911 revenue was received from the State in November, but these payments resumed in December. Large expenditures during the month include engineering & construction costs for infrastructure projects, debt service payments and the leaf collection program.

CASH AND INVESTMENTS

As of November 30, 2015, 100% of available cash was invested at an estimated average annualized interest rate of 0.31 compared to an average rate of 0.12% for the 90-day Treasury bill.

CASH POSITION ANALYSIS

November 30, 2015

TOTAL CASH AND INVESTMENTS

	CURRENT MONTH	PRIOR MONTH	CHANGE	EXPLANATION
OPERATING FUNDS				
GENERAL	18,538,394	18,345,027	193,367	
ENHANCED 911	1,079,741	1,097,436	(17,695)	
WATER	(1,368,394)	(1,376,480)	8,086	
SEWER	540,170	532,060	8,110	
REFUSE	613,146	704,253	(91,107)	
PARKING LOTS	230,818	240,859	(10,041)	
GARAGE	2,940	(7,050)	9,990	
VEH & EQUIP	4,874,877	4,846,539	28,338	
DEBT SERVICE	770,161	2,461,747	(1,691,586)	Transfer to paying agent for 12/1 payment
TOTAL ALL OPERATING	25,281,853	26,844,391	(1,562,538)	
CAPITAL FUNDS				
INFRASTRUCT REPLACE.	4,953,127	5,858,580	(905,453)	Project costs
BOND PROCEEDS	2,075,069	2,075,003	66	
MOTOR FUEL TAX	597,025	813,011	(215,986)	Project costs
TOTAL ALL CAPITAL	7,625,221	8,746,594	(1,121,373)	
TOTAL CAP. AND OPER.	32,907,074	35,590,985	(2,683,911)	
OTHER FUNDS				
POLICE PENSION	40,296,647	40,279,953	16,694	
EAST SHORE RADIO	66,554	68,889	(2,335)	
2011 B SINKING FUND *	2,197,442	2,190,340	7,102	
IMET LIQUIDATING TRUST	651,616	651,616	0	

* Restricted for payment of 2011B bonds in 2028

Village of Deerfield
Expenditure Report - November 30, 2015 - 92% of Year

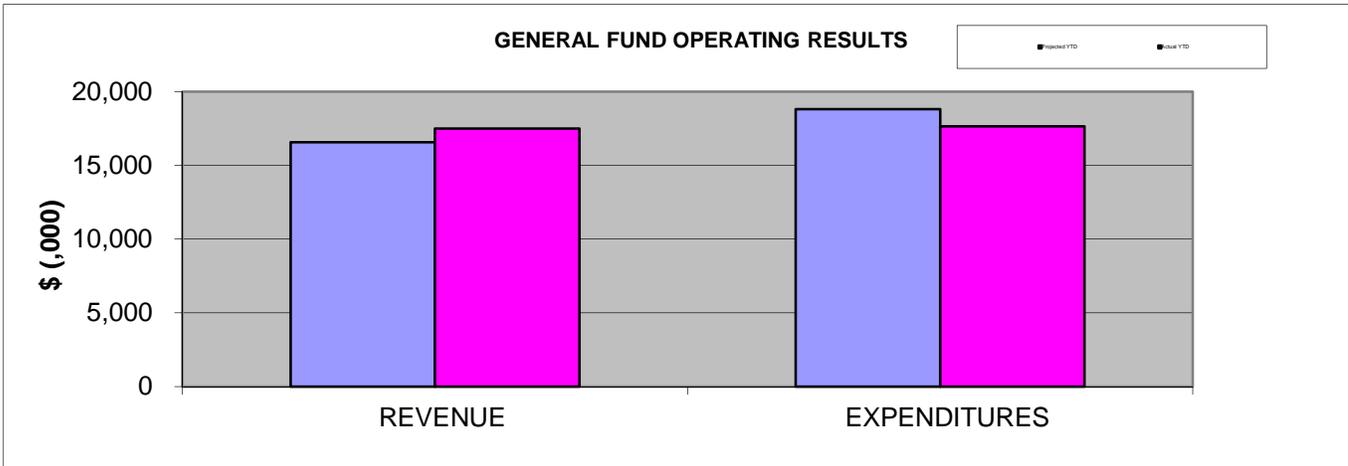
FUND/DEPARTMENT (function)	November Expenditures	Projected Y-T-D	Actual Y-T-D	Variance	Budget 2015	% of Budget	Prior Year %
10 GENERAL FUND							
Finance	376,840	5,020,522	4,869,554	150,968	5,367,842	90.7%	66.6%
Administration	141,212	1,438,800	1,326,404	112,396	1,569,600	84.5%	78.9%
Comm. Development	88,157	1,138,220	1,055,438	82,782	1,241,695	85.0%	85.4%
Engineering	57,544	781,074	639,749	141,325	852,081	75.1%	78.8%
Street	288,478	2,578,631	2,590,831	(12,200)	2,813,052	92.1%	98.9%
Police	628,739	7,856,353	7,155,219	701,134	9,670,567	74.0%	74.0%
TOTAL GENERAL	1,580,970	18,813,601	17,637,195	1,176,406	21,514,837	82.0%	75.7%
54 SEWER							
Administration	27,100	519,630	492,259	27,371	566,869	86.8%	91.4%
Cleaning & Maint.	17,501	281,417	263,755	17,662	307,000	85.9%	89.3%
Construction	28,954	322,163	284,962	37,201	351,450	81.1%	81.0%
Treatment Plant	113,395	1,469,612	1,382,771	86,841	1,603,213	86.2%	86.7%
TOTAL SEWER	186,950	2,592,821	2,423,747	169,074	2,828,532	85.7%	87.2%
50 WATER							
Administration	35,172	577,330	524,055	53,275	629,814	83.2%	84.7%
Main & Hydrant Maint.	40,403	553,483	579,642	(26,159)	603,800	96.0%	85.9%
Distribution	178,585	2,420,733	2,282,189	138,544	2,640,800	86.4%	90.2%
Meter Maintenance	25,700	810,700	529,573	281,127	884,400	59.9%	106.1%
TOTAL WATER	279,860	4,362,246	3,915,459	446,787	4,758,814	82.3%	89.8%
70 GARAGE	40,782	410,589	347,787	62,802	447,915	77.6%	101.6%
TOTAL PUBLIC WORKS	796,070	9,944,287	9,277,824	666,463	10,848,313	85.5%	92.0%
17 ENHANCED 9-1-1	19,913	573,330	311,928	261,402	625,451	49.9%	75.3%
58 REFUSE	147,952	1,376,466	1,250,194	126,272	1,501,599	83.3%	88.1%
60 PARKING LOT (village)	9,121	152,258	107,254	45,004	166,100	64.6%	93.4%
60 PARKING LOT (combined)	13,456	183,929	129,079	54,850	200,650	64.3%	81.8%
22 INFRAS. REPLACE.	419,433	10,912,917	10,281,187	631,730	11,905,000	86.4%	51.9%
14 MFT	245,945	905,667	780,246	125,421	988,000	79.0%	100.0%
80 POLICE PENSION	259,876	2,361,150	2,281,430	79,720	2,575,800	88.6%	99.4%
21 VEH/EQUIP REPLACE.	71,446	485,126	318,124	167,002	529,228	60.1%	93.3%
35 DEBT SERVICE	2,581,124	3,441,973	3,441,973	0	3,444,699	99.9%	78.7%

**Village of Deerfield
Revenues vs Expenditures
November 30, 2015**

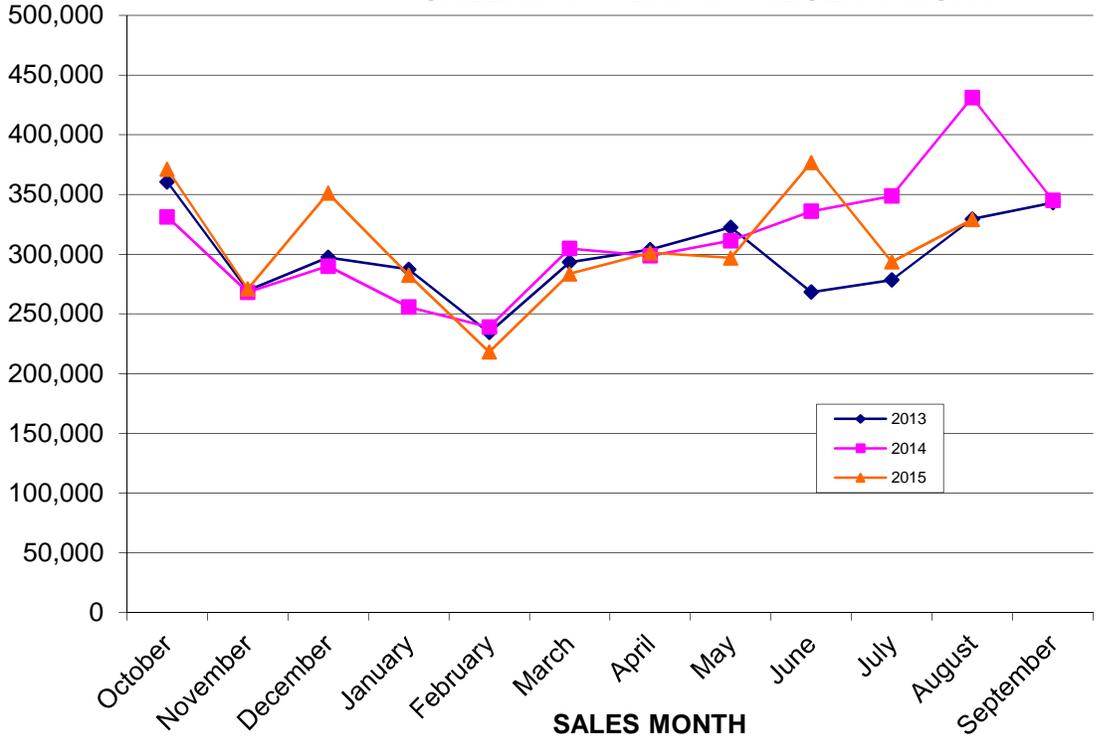
(Amounts x 1,000)

FUND:	2015		2014	
	ACTUAL	PROJECTED	ACTUAL	ACTUAL
	Month	Y-T-D	Y-T-D	Y-T-D
10 GENERAL				
Revenues:				
Property Taxes	0	0	0	2,238
St Income Tax	106	1,558	1,740	1,572
Sales Tax (non HR)	476	4,492	4,591	4,679
Electricity Tax	92	1,146	1,175	1,210
Telecomm Tax	159	1,238	1,272	1,196
HR Sales Tax	287	2,933	2,835	2,955
Hotel Tax	190	1,650	1,971	1,889
Interest Earnings	3	96	64	78
Fees & Fines	42	277	287	306
Vehicle Licenses	2	331	331	328
Building Permits	87	802	926	2,531
Other Rev	287	2,038	2,310	2,229
REVENUE	1,731	16,560	17,502	21,211
EXPENDITURES	1,581	18,814	17,637	16,852
Contribution to Fund Balance	150	(2,254)	(135)	
54 SEWER				
REVENUES	243	2,591	2,488	2,586
EXPENDITURES	187	2,593	2,424	2,390
Contribution to Fund Balance	56	(2)	64	
50 WATER				
REVENUES	363	3,926	3,570	3,678
EXPENDITURES	280	4,362	3,915	3,618
Contribution to Fund Balance	83	(436)	(345)	
70 GARAGE				
REVENUES	42	371	317	333
EXPENDITURES	41	411	348	392
Contribution to Fund Balance	1	(40)	(31)	
22 REPLACEMENT (Infrastructure)				
REVENUES	138	3,720	12,600	1,402
EXPENDITURES	419	10,913	10,281	1,573
Contribution to Fund Balance	(281)	(7,193)	2,319	
14 MFT				
REVENUES	0	401	249	574
EXPENDITURES	246	906	780	494
Contribution to Fund Balance	(246)	(505)	(531)	
80 POLICE PENSION				
REVENUES	276	1,361	1,118	4,037
EXPENDITURES	260	2,361	2,281	2,293
Contribution to Fund Balance	16	(1,000)	(1,163)	

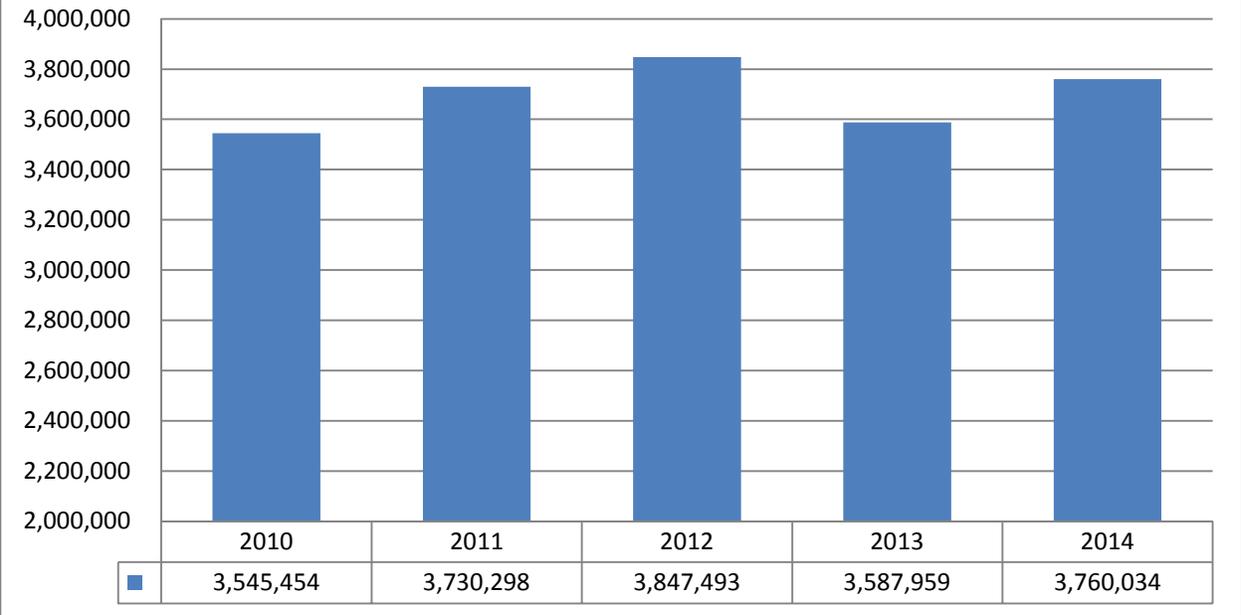
FUND:	ACTUAL Month	2015 PROJECTED Y-T-D	ACTUAL Y-T-D	2014 ACTUAL Y-T-D
58 REFUSE				
REVENUES	48	1,451	1,448	1,417
EXPENDITURES	148	1,376	1,250	1,322
Contribution to Fund Balance	(100)	75	198	
35 DEBT SERVICE				
REVENUES	890	4,338	4,342	3,390
EXPENDITURES	2,581	3,442	3,442	2,695
Contribution to Fund Balance	(1,691)	896	900	
60 PARKING				
REVENUES	11	201	206	167
EXPENDITURES	23	336	236	293
Contribution to Fund Balance	(12)	(135)	(30)	
17 ENHANCED 9-1-1				
REVENUES	7	313	257	299
EXPENDITURES	20	573	312	452
Contribution to Fund Balance	(13)	(260)	(55)	
21 VEH/EQUIP REPLACE				
REVENUES	58	644	641	540
EXPENDITURES	71	485	318	429
Contribution to Fund Balance	(13)	159	323	



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



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



**BILLS & PAYROLL
FOR THE
JANUARY 4, 2016
VILLAGE BOARD MEETING**

Vendor	Invoice #	Description	Org	Obj	Total Invoice
ADDED INCENTIVES INC	44669	DEPARTMENT SHIRTS	101330	5130	790.89
ADVANCED TREECARE	1031-93601	PARKWAY TREE AND STUMP REMOVAL	102037	5365	1,600.00
AIR CON REFRIGERATION & HEATING INC	42702-1	EXHAUST FAN REPAIR - BLDG #10	542052	5322	2,643.00
ALL-TYPES ELEVATORS INC	9799726	ELEVATOR MAINT PW/ENG - NOV 15	542010	5320	156.00
AMERICAN WELDING & GAS	03725910/CRMEMO	MILLER X-TREME 625 PLASMA CUTTER	702050	5810	1,775.00
AMERICAN WELDING & GAS	03725911/CRMEMO	MILLERMATIC 252 WELDER PKG W/ SPOOLGUN	702050	5810	3,695.00
					5,470.00
AMERICANEAGLE.COM INC	221308	WEBSITE HOSTING & MAINT - DEC 15	101210	5370	150.00
ANTIOCH TIRE INC	308061	TIRES - #803	702050	5470	1,544.97
ANTIOCH TIRE INC	308188	TIRE REMOVAL/DISPOSAL FEES	702050	5470	93.50
					1,638.47
AQUAFIX INC	17209	GREASE REMOVAL MATERIALS	542052	5422	1,376.96
AQUAFIX INC	17250	GREASE REMOVAL MATERIALS	542052	5422	1,376.96
					2,753.92
ARAMARK REFRESHMENT SERVICES	475123	COFFEE - PW & ENG	102010	5450	55.99
ARAMARK REFRESHMENT SERVICES	475123	COFFEE - PW & ENG	102110	5450	55.99
ARAMARK REFRESHMENT SERVICES	475123	COFFEE - PW & ENG	502010	5450	55.99
ARAMARK REFRESHMENT SERVICES	475123	COFFEE - PW & ENG	542010	5450	55.99
					223.96
ASSOCIATED TECHNICAL SERVICES LTD	26879	LEAK DETECTION	502050	5365	896.25
AT&T	773R06276912-121615	A/C 773 R06-2769 884 4 12/16/2015 THRU 01/15/2016	930000	2150	329.32
BERMAN, GAIL	6593831	115 EASTWOOD - DAMAGE REIMB/BRIARWOOD VISTA	222082	5910	40.97
BRENDAN'S TOOLS INC	12151515788	SMALL TOOLS	702050	5440	2,113.69
BRENDAN'S TOOLS INC	12221516094	SMALL TOOLS	702050	5440	216.00
					2,329.69
BUCKERIDGE DOOR CO INC	206885	GARAGE DOOR REPAIR	102010	5320	419.03
BUCKERIDGE DOOR CO INC	206885	GARAGE DOOR REPAIR	502010	5320	419.04
BUCKERIDGE DOOR CO INC	206885	GARAGE DOOR REPAIR	542010	5320	419.03
					1,257.10
BUSSCHER, DAN	12/17/15	HOLIDAY PARTY FOOD	502050	5365	67.97
CBT NUGGETS LLC	1308391	ONLINE IT RESOURCE / TRAINING SUBSCRIPTION RENEWAL	101210	5810	996.00
CINTAS	022241869	CLOTHING - KENAR	502010	5130	72.00
CINTAS	022248005	MATS - PW/ENG/TRN STN	102010	5320	59.68
CINTAS	022248005	MATS - PW/ENG/TRN STN	102038	5320	59.66
CINTAS	022248005	MATS - PW/ENG/TRN STN	502010	5320	59.68
CINTAS	022248005	MATS - PW/ENG/TRN STN	542010	5320	59.68
CINTAS	022248006	MATS - VH	101111	5320	59.98
CINTAS	022248007	MATS - WRF	542052	5320	83.80
CINTAS	022251069	MATS - VH	101111	5320	59.98
					514.46
CIORBA GROUP, INC.	0022476	CARRIAGE WAY CULVERT/PH II/092615-112715	102110	5362	5,581.08
CLCJAWA	2018112	WATER SAMPLE LAB TESTING FEES	502031	5365	315.00
CLCJAWA	2018131	WATER SAMPLE LAB TESTING FEES	502031	5365	225.00
					540.00
COMED	0039019040-112415	A/C 0039019040 10/26/2015 TO 11/24/2015	102050	5510	185.17
COMED	0210000007-112015	A/C 0210000007 10/22/2015 TO 11/20/2015	542052	5510	32.01
COMED	0210000007-122315	A/C 0210000007 11/20/2015 TO 12/23/2015	542052	5510	32.07
COMED	0233100028-120315	A/C 0233100028 11/02/2015 TO 12/03/2015	102050	5510	1,101.83
COMED	0263148072-112015	A/C 0263148072 10/22/2015 TO 11/20/2015	502031	5510	792.90
COMED	0263148072-122315	A/C 0263148072 11/20/2015 TO 12/23/2015	502031	5510	1,482.75
COMED	0297076067-112315	A/C 0297076067 10/23/2015 TO 11/23/2015	542052	5510	91.89
COMED	0441157035-112315	A/C 0441157035 10/22/2015 TO 11/23/2015	102050	5510	53.20
COMED	0441157035-122315	A/C 0441157035 11/23/2015 TO 12/23/2015	102050	5510	52.13
COMED	0507100076-112415	A/C 0507100076 10/26/2015 TO 11/24/2015	542052	5510	211.12
COMED	0593070056-122215	A/C 0593070056 11/18/2015 TO 12/22/2015	102050	5510	52.71
COMED	0603118092-120215	A/C 0603118092 10/26/2015 TO 11/19/2015	542052	5510	31.81
COMED	0744127017-112315	A/C 0744127017 10/23/2015 TO 11/23/2015	542052	5510	41.25
COMED	1093039047-112015	A/C 1093039047 10/22/2015 TO 11/20/2015	602038	5510	25.52
COMED	1093039047-122315	A/C 1093039047 11/20/2015 TO 12/23/2015	602038	5510	28.90
COMED	1398050042-120115	A/C 1398050042 10/26/2015 TO 11/24/2015	102010	5510	132.45
COMED	1398050042-120115	A/C 1398050042 10/26/2015 TO 11/24/2015	106010	5388	136.61
COMED	1398050042-120115	A/C 1398050042 10/26/2015 TO 11/24/2015	602019	5510	196.92
COMED	1398050042-120115	A/C 1398050042 10/26/2015 TO 11/24/2015	602038	5510	275.10
COMED	1695047067-111615	A/C 1695047067 10/16/2015 TO 11/16/2015	102050	5510	2,506.49
COMED	1695047067-121715	A/C 1695047067 11/16/2015 TO 12/17/2015	102050	5510	2,457.14
COMED	1695047076-120315	A/C 1695047076 11/02/2015 TO 12/03/2015	102050	5510	163.21
COMED	2055118031-112015	A/C 2055118031 10/22/2015 TO 11/20/2015	102050	5510	55.10
COMED	2055118031-122315	A/C 2055118031 11/20/2015 TO 12/23/2015	102050	5510	62.85
COMED	2763162001-112315	A/C 2763162001 10/26/2015 TO 11/23/2015	502031	5510	98.83
					10,299.96
CPS COMPANIES / CHICAGO PARTS & SOUND LLC	725078	BRAKE STOCK - SQUADS	702050	5470	467.10
CPS COMPANIES / CHICAGO PARTS & SOUND LLC	727042	BRAKE PARTS STOCK - SQUADS	702050	5470	177.84
CPS COMPANIES / CHICAGO PARTS & SOUND LLC	727043	BRAKE PARTS STOCK - SQUADS	702050	5470	119.94
CPS COMPANIES / CHICAGO PARTS & SOUND LLC	727996	DOOR PANELS - SQUADS	702050	5470	295.00
					1,059.88

Vendor	Invoice #	Description	Org	Obj	Total Invoice
CRAFTWOOD LUMBER CO.	210184	CAULK/NAILS	542052	5470	11.78
DANIEL CREANEY COMPANY	39300	WOODLAND & OAKWOOD DRAINAGE STUDY - NOV 15	102110	5362	2,120.00
DOUGLAS TRUCK PARTS	95319	PLOW MARKERS	702050	5470	174.08
DYNEGY ENERGY SERVICES	147136815111	A/C 0195097137 10/26/2015 TO 11/23/2015	502031	5510	2,326.03
DYNEGY ENERGY SERVICES	147136915111	A/C 0411051084 10/22/2015 TO 11/19/2015	542052	5510	1,488.61
DYNEGY ENERGY SERVICES	147137015111	A/C 0465035072 10/26/2015 TO 11/22/2015	502031	5510	299.46
DYNEGY ENERGY SERVICES	147137115111	A/C 0606055010 10/26/2015 TO 11/23/2015	502031	5510	1,484.60
DYNEGY ENERGY SERVICES	147137215111	A/C 0822171022 10/26/2015 TO 11/22/2015	542052	5510	1,666.21
DYNEGY ENERGY SERVICES	147137315111	A/C 0927104050 10/20/2015 TO 11/17/2015	542052	5510	1,089.54
DYNEGY ENERGY SERVICES	147137415111	A/C 3547124017 10/22/2015 TO 11/22/2015	542052	5510	17,348.75
					25,703.20
ELEVATOR INSPECTION SERVICES COMPANY INC	56386	ELEVATOR INSPECTIONS	101330	5365	57.00
ELEVATOR INSPECTION SERVICES COMPANY INC	56394	ELEVATOR INSPECTIONS	101330	5365	45.00
					102.00
GRAINGER INC	9917757347	GRINDER HEADS	542052	5470	113.97
GRAND PRIX CAR WASH	113015/CD	CAR WASH/CD/NOV 15	101330	5322	5.00
HD SUPPLY WATERWORKS	E884377	SUPPLIES	502050	5421	3,675.65
HD SUPPLY WATERWORKS	E904289	HYDRANT EXTENSION	502050	5421	655.00
					4,330.65
HOME DEPOT CREDIT SERVICES	1010177	MAILBOX REPAIR SUPPLIES	102036	5460	62.69
HOME DEPOT CREDIT SERVICES	1094042	SUPPLIES	542031	5421	92.59
HOME DEPOT CREDIT SERVICES	2094476	THERMOSTAT - WASH BAY	102010	5320	8.99
HOME DEPOT CREDIT SERVICES	2094476	THERMOSTAT - WASH BAY	502010	5320	9.00
HOME DEPOT CREDIT SERVICES	2094476	THERMOSTAT - WASH BAY	542010	5320	8.99
HOME DEPOT CREDIT SERVICES	5010430	SUPPLIES	502050	5421	119.80
HOME DEPOT CREDIT SERVICES	5104724	PUTTY KNIVES/PAINT SCRAPERS/SPONGES/PAIS	542052	5470	55.32
HOME DEPOT CREDIT SERVICES	5165522	SUPPLIES	542031	5421	79.91
HOME DEPOT CREDIT SERVICES	801064	REPAIR & MAINT SUPPLIES - CARLISLE HOUSE	542052	5320	298.74
HOME DEPOT CREDIT SERVICES	9106266	AIR REGULATOR FOR PLASMA CUTTER	702050	5440	21.89
					757.92
ILLINOIS PAPER & COPIER COMPANY	IN199108	PRINTER/COPIER PAPER (20 CARTONS)	101111	5335	178.50
ILLINOIS PAPER & COPIER COMPANY	IN199108	PRINTER/COPIER PAPER (20 CARTONS)	101210	5335	148.75
ILLINOIS PAPER & COPIER COMPANY	IN199108	PRINTER/COPIER PAPER (20 CARTONS)	101330	5335	119.00
ILLINOIS PAPER & COPIER COMPANY	IN199108	PRINTER/COPIER PAPER (20 CARTONS)	106010	5335	148.75
					595.00
ILLINOIS SECRETARY OF STATE	M133311/TITLE/PLATES	2015 CHEV SLV3500/#706/TITLE/PLATE TRAN/PLATE REPL	102010	5326	129.00
ILLINOIS SECRETARY OF STATE	M31434/TITLE/PLATES	2015 CHEV SLV3500/#705/TITLE/PLATE TRAN/PLATE REPL	542010	5326	129.00
ILLINOIS SECRETARY OF STATE	M31451/TITLE/PLATES	2016 FORD ESCAPE/#306/TITLE/PLATE TRAN/PLATE REPL	101330	5326	129.00
					387.00
INTERNATIONAL CODE COUNCIL INC	1000641210	IECC SOFTWARE - 2015 UPDATE	101330	5330	116.00
ITALIAN KITCHEN	190870	MAINBREAK MEAL - DEERFIELD RD	502050	5365	43.98
KARSTROM, JOHN	165	VILLAGE BOARD MEETING VIDEO PRODUCTION - DEC 15	101210	5364	115.00
LAKE COUNTY TREASURER	430018693	TRAFFIC SIGNAL MAINT: 09/01/2015 THRU 11/30/2015	102050	5611	2,037.60
LINDCO EQUIPMENT SALES, INC	151027P	PLOW BLADES - LARGE PLOWS	702050	5470	1,677.00
MCHENRY ANALYTICAL WATER LABORATORY, INC	389442	INDEPENDENT LAB TESTING	542052	5365	90.80
MENONI & MOCOGNI, INC.	1167478	REBAR FOR CONCRETE	102050	5421	128.00
MOORE LANDSCAPES INC.	25923	LANDSCAPING SERVICES	102050	5365	275.00
MUTUAL SERVICES OF HIGHLAND PARK	518036	PIPE FITTINGS	542052	5421	28.91
NAPA AUTO PARTS - WHEELING	366661	WIRE STOCK	702050	5470	95.00
NAPA AUTO PARTS - WHEELING	373443	STOCK PARTS	702050	5470	2.24
					97.24
NORTH AMERICAN SALT CO	71420251	BULK ROAD SALT	102036	5422	20,925.61
NORTH SHORE GAS	3500001963721-111715	A/C 3 5000 0196 3721 10/14/2015 TO 11/12/2015	542052	5520	1,672.33
NORTH SHORE GAS	3500025944094-111915	A/C 3 5000 2594 4094 10/19/2015 TO 11/16/2015	502031	5520	261.82
NORTH SHORE GAS	3500025944094-121715	A/C 3 5000 2594 4094 11/17/2015 TO 12/17/2015	502031	5520	90.21
NORTH SHORE GAS	8500044844380-121715	A/C 8 5000 4484 4380 10/15/2015 TO 12/17/2015	101111	5520	64.05
					2,088.41
PAVING ASSURANCE	510275/55209	720 LOMBARDY - DEPOSIT REFUND	910000	2423	200.00
POLISKY, MICHAEL AND RUTH BRILL	518581/55448	1780 OVERLAND - DEPOSIT REFUND	910000	2423	500.00
PRECISION SERVICE & PARTS INC	30CN014798	CREDIT MEMO - CORE RETURN	702050	5470	(60.00)
PRECISION SERVICE & PARTS INC	30IV073792	RESISTOR - #307	702050	5470	67.13
					7.13
PRIORITY PRODUCTS, INC	863864	HYDRAULIC HOSE	702050	5470	762.32
QUILL CORPORATION	1070437	OFFICE SUPPLIES	101330	5450	28.56
QUILL CORPORATION	9963075	OFFICE SUPPLIES	101330	5450	8.33
					36.89
RED'S GARDEN CENTER INC	172558	TOPSOIL	102037	5421	66.00
RED'S GARDEN CENTER INC	172589	TOPSOIL	102037	5421	66.00
RED'S GARDEN CENTER INC	172703	TOPSOIL	102037	5421	66.00
RED'S GARDEN CENTER INC	172726	TOPSOIL	102037	5421	66.00
					264.00
RONDOUT SERVICE CENTER LLC	7342	SAFETY LANE TEST - #703	702050	5470	23.00

Vendor	Invoice #	Description	Org	Obj	Total Invoice
SAM'S CLUB DIRECT	999999-2016	MEMBERSHIP FEE - 2016	101111	5460	12.00
SAM'S CLUB DIRECT	999999-2016	MEMBERSHIP FEE - 2016	101330	5460	12.00
SAM'S CLUB DIRECT	999999-2016	MEMBERSHIP FEE - 2016	102010	5460	12.00
SAM'S CLUB DIRECT	999999-2016	MEMBERSHIP FEE - 2016	102038	5460	12.00
SAM'S CLUB DIRECT	999999-2016	MEMBERSHIP FEE - 2016	106010	5460	12.00
SAM'S CLUB DIRECT	CF151212	SERVICE FEE - 2016	101111	5460	10.00
SAM'S CLUB DIRECT	CF151212	SERVICE FEE - 2016	101330	5460	10.00
SAM'S CLUB DIRECT	CF151212	SERVICE FEE - 2016	102010	5460	10.00
SAM'S CLUB DIRECT	CF151212	SERVICE FEE - 2016	102038	5460	10.00
SAM'S CLUB DIRECT	CF151212	SERVICE FEE - 2016	106010	5460	10.00
					<u>110.00</u>
SCIARRETTA ENTERPRISES, INC	15-181436	SHOVEL & SALT - TRAIN STATION	102036	5390	1,340.00
SCIARRETTA ENTERPRISES, INC	15-181462	SHOVEL & SALT - TRAIN STATION	102036	5390	302.50
SCIARRETTA ENTERPRISES, INC	15-184522	HAULING FEES - WOOD/LANDSCAPING DEBRIS	102037	5365	<u>1,070.00</u>
					2,712.50
SHALTRY, JUDITH	513685/55371	670 PINE ST - DEPOSIT REFUND	910000	2423	200.00
SHERIDAN AUTO PARTS & MACHINE	872727	HITCHPINS - WRF	542052	5470	11.98
SHERIDAN AUTO PARTS & MACHINE	878013	GAUGE	542052	5470	3.18
SHERIDAN AUTO PARTS & MACHINE	888076	OIL FILTERS - WRF	542052	5470	<u>26.14</u>
					41.30
SPAGNOLI, JEAN	2/20047	EXP REIMB - ARC CEREMONY/DINNER	101210	5387	78.04
STANDARD EQUIPMENT CO	C08893	NOZZLE	542031	5460	310.73
STRAND ASSOCIATES INC	0116643	STORM STATION CONTROL PANEL REPL: 110115 - 113015	222082	5990	3,027.62
STRAND ASSOCIATES INC	0116644	OPERATIONAL ASSISTANCE: 110115 - 113015	542052	5362	664.02
STRAND ASSOCIATES INC	0116699	WATER METER REPLACEMENT PROJECT: 090115-113015	502054	5365	<u>1,376.13</u>
					5,067.77
THELEN MATERIALS LLC	330499	STONE/CLEAN FILL DUMP	542031	5421	753.19
THELEN MATERIALS LLC	330670	STONE/CLEAN FILL DUMP	542031	5421	<u>2,010.00</u>
					2,763.19
URBAN FOREST MANAGEMENT INC	151048	FORESTRY SERVICES - PARKWAY TREES / SEP 15	102037	5365	637.50
URBAN FOREST MANAGEMENT INC	151049	FORESTRY SERVICES - AD HOC / OCT 15	102037	5365	1,827.50
URBAN FOREST MANAGEMENT INC	151050	FORESTRY SERVICES - INSPECTIONS / OCT 15	102037	5365	1,246.25
URBAN FOREST MANAGEMENT INC	151051	FORESTRY SERVICES - PARKWAY TREES / OCT 15	102037	5365	<u>255.00</u>
					3,966.25
VERIZON WIRELESS	9757038334	SCADA CELLULAR SERVICE - DEC 15	502010	5540	111.55
VERIZON WIRELESS	9757038334	SCADA CELLULAR SERVICE - DEC 15	542052	5540	240.96
VERIZON WIRELESS	9757038335	PW MESSAGE BOARDS CELLULAR SERVICE - DEC 15	102110	5540	<u>20.04</u>
					372.55
VISU-SEWER OF ILLINOIS LLC	1	2015 SEWER LINING PROJECT	222082	5990	103,581.59
VISU-SEWER OF ILLINOIS LLC	516145/11795	WATER METER DEPOSIT REFUND LESS USAGE	500001	4452	(372.50)
VISU-SEWER OF ILLINOIS LLC	516145/11795	WATER METER DEPOSIT REFUND LESS USAGE	910000	2425	<u>850.00</u>
					104,059.09
WHOLESALE DIRECT INC	000218006	ARROW BOARD COVERS - #705/#706	702050	5470	249.40
WHOLESALE DIRECT INC	000218257	STROBES - #306	702050	5470	297.20
WHOLESALE DIRECT INC	100006296	CREDIT MEMO - RETURNED LIGHT PARTS	702050	5470	<u>(112.60)</u>
					434.00
ZIEBELL WATER SERVICE PRODUCTS	231677-000	COUPLINGS & TAP SLEEVE	502050	5421	882.50
					Total Invoices
					\$ 224,054.33
Pre-Paid Checks					
METLIFE	DEC15	DENT/DEC15/KM057128160001	100000	1613	66.53
METLIFE	DEC15	DENT/DEC15/KM057128160001	100000	2437	1,680.02
METLIFE	DEC15	DENT/DEC15/KM057128160001	100000	2438	1,203.48
METLIFE	DEC15	DENT/DEC15/KM057128160001	100000	2439	4,041.07
METLIFE	DEC15	DENT/DEC15/KM057128160001	730000	2061	<u>10,217.43</u>
					17,208.53
					Total Pre-Paid Checks
					\$ 17,208.53

Vendor	Invoice #	Description	Org	Obj	Total Invoice
Pre-Paid Wire Transactions					
DEERFIELD POLICE PENSION	FY15ERCONTRIB	ANNUAL EMPLOYER CONTRIBUTION - FY15	106010	5140	87,466.91
DEERFIELD POLICE PENSION	FY15ERCONTRIB	ANNUAL EMPLOYER CONTRIBUTION - FY15	106033	5140	111,015.69
DEERFIELD POLICE PENSION	FY15ERCONTRIB	ANNUAL EMPLOYER CONTRIBUTION - FY15	106034	5140	672,822.40
DEERFIELD POLICE PENSION	POLPEN12112015	POL PEN CONTRIBS 12/11/2015 PR	730000	2066	14,395.65
DEERFIELD POLICE PENSION	POLPEN12112015CD	POL PEN CONTRIBS 12/11/2015 PR CD	730000	2066	7,534.22
DEERFIELD POLICE PENSION	POLPEN12242015	POL PEN CONTRIBS 12/24/2015 PR	730000	2066	<u>14,397.86</u>
					907,632.73
FEDERAL TAXES	PR12112015	FICA/MC/FIT 12/11/2015 PR	730000	2011	53,512.88
FEDERAL TAXES	PR12112015	FICA/MC/FIT 12/11/2015 PR	730000	2031	25,959.02
FEDERAL TAXES	PR12112015	FICA/MC/FIT 12/11/2015 PR	730000	2032	7,277.82
FEDERAL TAXES	PR12112015	FICA/MC/FIT 12/11/2015 PR	730000	2033	4,027.44
FEDERAL TAXES	PR12112015CD	FICA/MC/FIT 12/11/2015 PR CD	730000	2011	17,123.13
FEDERAL TAXES	PR12112015CD	FICA/MC/FIT 12/11/2015 PR CD	730000	2033	2,204.68
FEDERAL TAXES	PR12242015	FICA/MC/FIT 12/24/2015 PR	730000	2011	52,267.39
FEDERAL TAXES	PR12242015	FICA/MC/FIT 12/24/2015 PR	730000	2031	24,137.54
FEDERAL TAXES	PR12242015	FICA/MC/FIT 12/24/2015 PR	730000	2032	7,173.14
FEDERAL TAXES	PR12242015	FICA/MC/FIT 12/24/2015 PR	730000	2033	<u>3,969.08</u>
					197,652.12
ICMA	ICMAREG12112015	ICMA REG 12/11/2015 PR	730000	2042	19,135.94
ICMA	ICMAREG12242015	ICMA REG 12/24/2015 PR	730000	2042	17,587.75
ICMA	ICMAROTH12112015	ICMA ROTH 12/11/2015 PR	730000	2042	6,302.14
ICMA	ICMAROTH12242015	ICMA ROTH 12/24/2015 PR	730000	2042	<u>6,301.94</u>
					49,327.77
ILLINOIS DEPT OF REVENUE	PR12112015	SIT 12/11/2015 PR	730000	2051	12,687.07
ILLINOIS DEPT OF REVENUE	PR12112015CD	SIT 12/11/2015 PR CD	730000	2051	2,348.55
ILLINOIS DEPT OF REVENUE	PR12242015	SIT 12/24/2015 PR	730000	2051	<u>12,535.52</u>
					27,571.14
IMRF	IMRFNOV15	IMRF NOV 2015	101111	5140	(0.09)
IMRF	IMRFNOV15	IMRF NOV 2015	730000	2030	88,506.13
IMRF	IMRFNOV15	IMRF NOV 2015	730000	2092	<u>22,446.94</u>
					110,952.98
					Total Pre-Paid Wire Transactions \$ 1,293,136.74
					Grand Total \$ 1,534,399.60

**Village of Deerfield Payroll Summary Report
DECEMBER 2015**

FUND 10 GENERAL FUND

FINANCE DEPARTMENT

101111	5110	REGULAR SALARIES	\$ 50,841.88
101111	5111	PART TIME SALARIES	-
101111	5112	OVERTIME SALARIES	378.66

ADMINISTRATION

101210	5110	REGULAR SALARIES	43,737.43
101210	5111	PART TIME SALARIES	2,137.04
101210	5112	OVERTIME SALARIES	-

COMMUNITY DEVELOPMENT

101330	5110	REGULAR SALARIES	54,273.49
101330	5111	PART TIME SALARIES	-
101330	5112	OVERTIME SALARIES	326.62

STREET ADMINISTRATION

102010	5110	REGULAR SALARIES	15,544.52
102010	5111	PART TIME SALARIES	-
102010	5112	OVERTIME SALARIES	84.88

STREET SNOW & ICE REMOVAL

102036	5110	REGULAR SALARIES	-
102036	5111	PART TIME SALARIES	-
102036	5112	OVERTIME SALARIES	12,675.52

STREET FORESTRY

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

STREET TRAIN STATION MAINT

102038	5110	REGULAR SALARIES	538.53
102038	5111	PART TIME SALARIES	-
102038	5112	OVERTIME SALARIES	-

STREET MAINTENANCE

102050	5110	REGULAR SALARIES	35,139.57
102050	5111	PART TIME SALARIES	-
102050	5112	OVERTIME SALARIES	4,196.64

ENGINEERING DIVISION

102110	5110	REGULAR SALARIES	24,894.25
102110	5111	PART TIME SALARIES	-
102110	5112	OVERTIME SALARIES	\$ 59.97

**Village of Deerfield Payroll Summary Report
DECEMBER 2015**

POLICE DEPT ADMINISTRATION

106010	5110	REGULAR SALARIES	\$ 35,475.94
106010	5111	PART TIME SALARIES	-
106010	5112	OVERTIME SALARIES	387.73

POLICE DEPT COMMUNICATIONS

106020	5110	REGULAR SALARIES	48,335.52
106020	5111	PART TIME SALARIES	1,731.05
106020	5112	OVERTIME SALARIES	5,766.69

POLICE DEPT INVESTIGATIONS

106033	5110	REGULAR SALARIES	58,893.55
106033	5112	OVERTIME SALARIES	1,974.23

POLICE DEPT PATROL

106034	5110	REGULAR SALARIES	305,330.84
106034	5111	PART TIME SALARIES	6,710.99
106034	5112	OVERTIME SALARIES	14,454.86

POLICE DEPT SPEC DETAIL (REIMBURSED)

106061	5112	OVERTIME SALARIES	4,812.50
		TOTAL FUND 10	<u>\$ 728,702.90</u>

FUND 50 WATER FUND

WATER DEPARTMENT ADMINISTRATION

502010	5110	REGULAR SALARIES	\$ 19,010.23
502010	5111	PART TIME SALARIES	-
502010	5112	OVERTIME SALARIES	564.74

WATER DEPT DISTRIBUTION

502031	5110	REGULAR SALARIES	6,138.38
502031	5112	OVERTIME SALARIES	932.35

WATER MAIN MAINTENANCE

502050	5110	REGULAR SALARIES	15,708.58
502050	5111	PART TIME SALARIES	-
502050	5112	OVERTIME SALARIES	1,399.36

WATER METER MAINTENANCE

502054	5110	REGULAR SALARIES	4,681.98
502054	5111	PART TIME SALARIES	-
502054	5112	OVERTIME SALARIES	172.01
		TOTAL FUND 50	<u>\$ 48,607.63</u>

**Village of Deerfield Payroll Summary Report
DECEMBER 2015**

FUND 54 SEWER FUND

SEWER ADMINISTRATION

542010	5110	REGULAR SALARIES	\$ 12,322.67
542010	5111	PART TIME SALARIES	-
542010	5112	OVERTIME SALARIES	454.01

SEWER LINE MAINTENANCE

542031	5110	REGULAR SALARIES	14,507.17
542031	5111	PART TIME SALARIES	-
542031	5112	OVERTIME SALARIES	571.81

SEWER CLEANING

542051	5110	REGULAR SALARIES	11,278.61
542051	5111	PART TIME SALARIES	-
542051	5112	OVERTIME SALARIES	743.26

WASTEWATER TREATMENT FACILITY

542052	5110	REGULAR SALARIES	48,119.19
542052	5111	PART TIME SALARIES	-
542052	5112	OVERTIME SALARIES	1,073.67
TOTAL FUND 54			\$ 89,070.39

FUND 58 REFUSE FUND

REFUSE LEAF COLLECTION

582053	5110	REGULAR SALARIES	\$ -
582053	5111	PART TIME SALARIES	6,390.00
582053	5112	OVERTIME SALARIES	-
TOTAL FUND 58			\$ 6,390.00

FUND 60 PARKING LOTS - RESIDENTIAL

COMM PARK COMBINED REVENUE

602019	5110	REGULAR SALARIES	\$ 887.80
602038	5110	REGULAR SALARIES	887.80
602038	5112	OVERTIME SALARIES	-
TOTAL FUND 60			\$ 1,775.60

FUND 70 GARAGE FUND

GARAGE FUND EXPENDITURES

702050	5110	REGULAR SALARIES	\$ 11,592.58
702050	5112	OVERTIME SALARIES	2,090.82
TOTAL FUND 70			\$ 13,683.40

TOTAL ALL FUNDS \$ 888,229.92

To the Finance Director:

The payment of the above listed accounts has been approved by the Board of Trustees at their meeting held on January 4, 2016 and you are hereby authorized to pay them from the appropriate funds.

(Treasurer)

W

WEBSTER • POWELL

P

JAMES L. WEBSTER

August 19, 2015

VIA UPS

Mayor Harriet Rosenthal
Village of Deerfield
850 Waukegan Road
Deerfield, IL 60015

Re: Coffee House Holdings, Inc. (“Starbucks”) – 675 Deerfield Rd.

Dear Mayor Rosenthal:

On behalf of our client, Coffee House Holdings, Inc. (“Starbucks”), we would like to meet with you to introduce you to Starbucks’ “Evenings” program, intended to be rolled out at its Deerfield location. First introduced in the Illinois market approximately two years ago, the Chicago area now boasts thirteen Evenings locations. The Evenings program has also been introduced in multiple stores in Seattle, Washington, Portland, Oregon, Southern California, and Atlanta, Georgia. In every instance, its introduction has been very well received, and Starbucks has not experienced any alcohol related violations.

The Evenings program introduces an expanded food and beverage menu designed for the “post 4:00 p.m. occasion”. The goal is to provide Starbucks customers a comfortable and safe place to enjoy a small bite, a glass of wine or beer, coffee and dessert.

The Evenings menu will feature approximately 9-10 wine options and 4-5 craft beer options, and alcoholic beverage service will commence after 2:00 pm on weekdays and after 12:00 pm on weekends. Service will continue until the store closes. Of course, no alcoholic beverages sales will be made through the drive-thru window, or otherwise, for off-premises consumption.

As you will note, the Evenings program does not introduce elements typically associated with a bar or tavern. Starbucks, for example, does not renovate any store to include full-service bars; its alcohol selection is limited to a small selection of craft beers and wines; it does not install televisions, juke boxes or other forms of electronic media; it does not hang “neons” or other branded signage relating to alcoholic liquor; and Starbucks does not expand its business hours or otherwise cater to nighttime bar-going

Mayor Harriet Rosenthal
August 19, 2015
Page 2 of 2

customers. There is no “back bar” upon which alcoholic liquors are advertised or offered for sale.

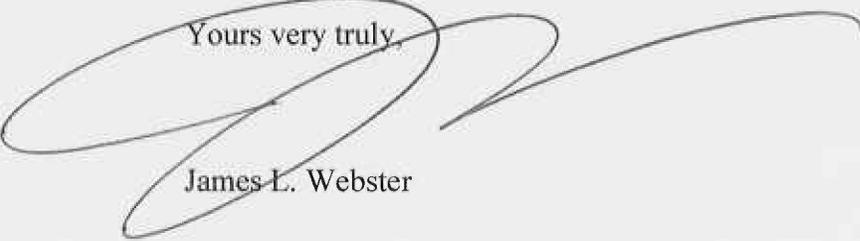
The limited nature of this concept is reflected in its alcoholic beverage sales. When first introduced in the Illinois market, Starbucks anticipated that alcoholic beverages would make up approximately 1-2% of its overall sales in stores offering the Evenings program. In practice, alcoholic beverage sales in Illinois have been more modest – well below 1% of overall sales. (This translates into roughly 6 - 10 units per day.) These numbers reflect the modest nature of the Evenings program alcoholic beverage component.

That said, public safety remains of paramount concern. To this end, Starbucks has implemented a comprehensive training program for its store partners (employees) ensuring strict operational routines are in place. Any customer requesting a glass of wine or beer must do so at the store counter and must first present valid government issued identification. Starbucks adheres to a strict “one person, one ID, one beverage” policy. All alcoholic drinks are poured by the Starbucks partner into glass containers readily distinguishable from non-alcoholic beverages and are then given to the customer at the hand-off place. In this way, Starbucks maintains complete control over the transaction to ensure that only lawful sales are made.

Additionally, all partners at Evenings locations must be 21 or older (where necessary, younger partners are transferred to nearby Starbucks locations), and all are BASSET certified. Evenings partners also receive in-store training to ensure proper service and post-service monitoring. In this regard, Partners are instructed to engage with customers as they enjoy their food and beverage purchases and to make sure that alcoholic beverages remain in the hands of only those adult customers able to lawfully consume them.

We hope that this correspondence adequately responds to any questions you may have regarding Starbucks’s Evenings. Of course, should you additional questions or wish to discuss any aspect of our client’s proposal in more detail, we would be happy to set up a meeting with you. Please do not hesitate to contact me or our Licensing Manager, Sara Smith, at ssmith@lawwp.com.

Yours very truly,



James L. Webster

JW/tw
Cc: Coffee House Holdings, Inc.



DEERFIELD POLICE DEPARTMENT



DATE: December 29, 2015

TO: Kent Street, Village Manager

FROM: Chief John Sliozis

CC: Andrew Lichterman, Deputy Chief Tom Keane

SUBJECT: Liquor License Applicant "Coffee House Holdings, Inc.", DBA Starbucks Coffee, #2381

Staff has completed the background investigation for liquor license applicant Coffee House Holdings, Inc., doing business as Starbucks, at 675 Deerfield Road, Suite E, Deerfield, Illinois.

Nothing was found that would preclude Coffee House Holdings, Inc. from holding a liquor license in the Village of Deerfield. If any information is revealed to change the status you will be notified immediately.

A complete copy of the report is available for review upon request.


John J. Sliozis
Chief of Police

JJS/vm

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

ORDINANCE NO. O-16

**AN ORDINANCE AMENDING CHAPTER 3 OF THE
MUNICIPAL CODE OF THE VILLAGE OF DEERFIELD OF 1975 TO
INCREASE THE NUMBER OF AUTHORIZED CLASS C LIQUOR LICENSES
FROM FIVE (5) TO SIX (6)**

**PASSED AND APPROVED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF DEERFIELD, LAKE
AND COOK COUNTIES, ILLINOIS, this
_____ day of _____, 2016.**

**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 _____, 2016.**

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

ORDINANCE NO. O-16-

**AN ORDINANCE AMENDING CHAPTER 3 OF THE
MUNICIPAL CODE OF THE VILLAGE OF DEERFIELD OF 1975 TO
INCREASE THE NUMBER OF AUTHORIZED CLASS E LIQUOR LICENSES
FROM FIVE (5) TO SIX (6)**

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	Six (6)
(e)	Class D	Two (2)
(f)	Class D-1	None (0)
(g)	Class D-2	None (0)
(h)	Class E	Sixteen (16)
(i)	Class F	None (0)
(j)	Class G	Four (4)
(k)	Class H	None (0)
(l)	Class I	Two (2)
(m)	Class J	Zero (0)
(n)	Class K	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 _____, 2015.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this _____ day of _____, 2015.

Village President

ATTEST:

Village Clerk

REQUEST FOR BOARD ACTION

Agenda Item: 15-112-2

Subject: Ordinance Authorizing Approval for a Class A Special Use for Escape Salon to be Located at 711 Orchard Street (Jasmine Metz and Dr. La LaPelusa)

Action Requested: Second Reading

Originated by: Plan Commission

Referred to: Mayor and Board of Trustees

Summary of Background and Reason for Request:

On December 7, 2015, the Board of Trustees accepted the Plan Commission's recommendation to approve a Class A Special Use for Escape Salon at 711 Orchard Street.

Reports and Documents Attached:

Ordinance

Date Referred to Board: January 4, 2016

Action Taken: _____

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

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING A CLASS A SPECIAL USE
FOR A BEAUTY SALON AT 711 ORCHARD STREET
(Escape Salon)**

WHEREAS, the Plan Commission of the Village of Deerfield held a public hearing on November 12, 2015 on the application of Jasmine Metz, the business owner, and Dr. Al LaPelusa, owner of the property at 711 Orchard Street (collectively, the “Applicant”), for approval of a Class A Special Use pursuant to Article 5.01-C, Paragraph 1, Subparagraph d of the Zoning Ordinance of the Village of Deerfield authorizing the establishment and operation of an approximately 1,194 square foot beauty salon at 711 Orchard Street, said property being legally described on Exhibit A attached hereto (the “Subject Property”), in the C-1 Village Center District; and,

WHEREAS, said public hearing was held pursuant to public notice duly given and published as required by statute and conforming in all respects, in both manner and form, with the Zoning Ordinance of the Village of Deerfield; and,

WHEREAS, the Plan Commission of the Village of Deerfield, after considering the evidence, testimony and supporting materials offered at said public hearing, filed its report with the President and Board of Trustees containing its written findings of fact and recommendation that the requested Special Use be authorized pursuant to Article 5.01-C, Paragraph 1, Subparagraph d of the Zoning Ordinance to allow an approximately 1,194 square foot beauty salon to be located, established and operated as a Class A Special Use of the Subject Property in the C-1 Village Center

District; and,

WHEREAS, the President and Board of Trustees of the Village of Deerfield have determined that the proposed Special Use for the Subject Property fully complies with the requirements and standards set forth in Article 5.01-C, Paragraph 1, Subparagraph d, and Article 13.11 of the Zoning Ordinance of the Village of Deerfield, and that the best interests of the Village will be served by the authorization and granting of said Special Use as provided herein in accordance with the plans and supporting material submitted by Applicant which are incorporated herein and made a part hereof by this reference;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, in the exercise of its home rule powers, as follows:

SECTION 1: That the President and Board of Trustees do hereby affirmatively find that the Special Use as hereby authorized fully complies with the requirements and standards set forth in Article 5.01-C, Paragraph 1, Subparagraph d, and Article 13.11 of the Zoning Ordinance of the Village of Deerfield.

SECTION 2: That the President and Board of Trustees do hereby authorize and approve the establishment of an approximately 1,194 square foot beauty salon at 711 Orchard Street as a Class A Special Use of the Subject Property in the C-1 Village Center District, subject to the conditions, regulations and restrictions set forth in Section 3 of this Ordinance.

SECTION 3: That the approval and authorization of said Special Use is granted subject to the following additional conditions, regulations and restrictions:

- (a) the establishment, development, maintenance and use of the Subject Property for said Special Use shall be in accordance with the plans and supporting materials attached hereto and made a part of this Ordinance as Exhibit B hereof, and with all representations

made and submitted by the Applicant to the Plan Commission and to the President and Board of Trustees of the Village of Deerfield;

- (b) compliance with the recommendations and requirements of the Appearance Review Commission.
- (c) compliance by the Applicant with all other applicable provisions of the Zoning Ordinance of the Village of Deerfield.

SECTION 4: That the Special Use as hereby authorized shall be binding upon and inure to the benefit of the Applicant and Applicant's successors, grantees, transferees and assigns, and any violation of this Ordinance or the conditions, regulations and restrictions set forth herein by the Applicant or Applicant's successors, grantees, transferees or assigns shall authorize the revocation of this Special Use.

SECTION 5: That the Village Clerk is hereby authorized and directed to publish this Ordinance in pamphlet form and to record this Ordinance in the office of the Recorder of Deeds of Lake County, Illinois at Applicant's expense.

SECTION 6: That this Ordinance, and each of its terms, shall be the effective legislative act of a home rule municipality without regard to whether such Ordinance should: (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law; or, (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the Village of Deerfield that to the extent that the terms of this Ordinance should be inconsistent with any non-preemptive state law, this Ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 7: 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 _____, 2016.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this _____ day of _____, 2016.

Village President

ATTEST:

Village Clerk

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

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING A CLASS A SPECIAL USE
FOR A BEAUTY SALON AT 711 ORCHARD STREET
(Escape Salon)**

**PASSED AND APPROVED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF DEERFIELD, LAKE
AND COOK COUNTIES, ILLINOIS, this**

_____ day of _____, 2016.

**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 _____, 2016.**

EXHIBIT A

Exhibit B

Documents Incorporated as Part of the Special Use for Escape Beauty Salon at 711 Orchard Street

1. Floor Plan for “Escapes and organic salon”.
2. Escapes Salon Parking Lot photographs.
3. Photograph depicting escape Salon main entrance with proposed sign.

REQUEST FOR BOARD ACTION

15-113-2

Agenda Item: _____

Subject: Ordinance Amending Section 22-164 of the Deerfield Municipal Code to Authorize a Stop

Street Intersection on Elysian Way at Carlisle Avenue – 2R

Second Reading

Action Requested: _____
Police Department

Originated By: _____
Mayor and Board of Trustees

Referred To: _____

Summary of Background and Reason for Request

A report and recommendation was accepted by the Board on December 7, 2015. A first reading was held December 21, 2015.

Reports and Documents Attached:

Ordinance

Date Referred to Board: January 4, 2016

Action Taken: _____

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 22-164 OF THE
DEERFIELD MUNICIPAL CODE TO AUTHORIZE A STOP STREET
INTERSECTION ON ELYSIAN WAY AT CARLISLE AVENUE**

**PASSED AND APPROVED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF DEERFIELD, LAKE
AND COOK COUNTIES, ILLINOIS, this**

_____ day of _____, 2016.

**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 _____, 2016.**

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 22-164 OF THE
DEERFIELD MUNICIPAL CODE TO AUTHORIZE A STOP STREET
INTERSECTION ON ELYSIAN WAY AT CARLISLE AVENUE**

WHEREAS, the President and Board of Trustees of the Village of Deerfield have determined that the intersection of Elysian Way at Carlisle Avenue should be established as a stop street intersection;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, in the exercise of its home rule powers, as follows:

SECTION 1: That Section 22-164 of the Deerfield Municipal Code entitled “Exhibit D, Stop Street Intersections,” be and the same is hereby amended to add the following intersection as a stop street intersection:

Elysian Way at Carlisle Avenue.

SECTION 2: That this Ordinance, and each of its terms, shall be the effective legislative act of a home rule municipality without regard to whether such Ordinance should: (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law; or, (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the Village of Deerfield that to the extent that the terms of this Ordinance should be inconsistent with any non-preemptive state law, this Ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 3: 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 _____, 2016.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this _____ day of _____, 2016.

Village President

ATTEST:

Village Clerk

REQUEST FOR BOARD ACTION

15-115-1

Agenda Item: _____

Subject: Ordinance Authorizing a Fence Height Modification at 648 Ambleside Drive – 1R

First Reading

Action Requested: _____

BZA

Originated By: _____

Mayor and Board of Trustees

Referred To: _____

Summary of Background and Reason for Request

The Board of Zoning Appeals unanimously recommended the fence height modification from three feet to four feet on November 17, 2015. A report and recommendation was accepted by the Board on December 21, 2015.

Reports and Documents Attached:

Ordinance

Date Referred to Board: January 4, 2016

Action Taken: _____

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

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A FENCE HEIGHT MODIFICATION
FOR PROPERTY LOCATED AT 648 AMBLESIDE DRIVE**

WHEREAS, the owners of the property commonly known as 648 Ambleside Drive and legally described herein (the “Subject Property”) have petitioned for a modification from the maximum height requirements for front yard fences of Article 2.04-H, Paragraph 3, Subparagraph a. of the Zoning Ordinance of the Village of Deerfield, as amended, to permit the installation and maintenance of a 4-foot high fence in the required front yard of the Subject Property along Ambleside Drive in lieu of the maximum 3-foot height permitted by the Zoning Ordinance; and

WHEREAS, the Board of Zoning Appeals of the Village of Deerfield held a public hearing on November 17, 2015 to consider said petition, said hearing being held pursuant to public notice duly given and published as required by law and conforming in all respects, in both manner and form, with the Zoning Ordinance of the Village Deerfield; and

WHEREAS, the Board of Zoning Appeals has filed its report with the President and Board of Trustees containing its written findings that the requested fence modification conforms to the standards for modifications set forth in Article 13.08-D of the Zoning Ordinance of the Village of Deerfield and recommending that the Board of Trustees grant the requested fence modification;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS,
in the exercise of its home rule powers, as follows:

SECTION 1: That the findings of fact and recommendations of the Board of Zoning Appeals are hereby concurred in and adopted as the findings of fact of the President and Board of Trustees of the Village of Deerfield.

SECTION 2: That the Petitioners have proven to the satisfaction of the Board of Zoning Appeals and the Board of Trustees that strict application of the requirements of Article 2.04-H, Paragraph 3, Subparagraph a. of the Zoning Ordinance of the Village of Deerfield for a maximum height of 3.0 feet for a fence erected in a front yard would produce unnecessary or undesirable results as applied to the following described Subject Property unless modified as provided herein:

Lot 45 in Wyatt and Coon's Scatterwood Unit 2, being a Subdivision of part of the West ½ of the Northwest ¼ of Section 28, Township 43 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded January 23, 1959 as Document Number 1018531, in Lake County, Illinois.

Commonly known as 648 Ambleside Drive, Deerfield, IL.

SECTION 3: That a modification from the strict provisions of Paragraph 3, Subparagraph a., of Article 2.04-H of the Zoning Ordinance of the Village of Deerfield, as amended, is hereby granted with respect to the Subject Property to permit the installation and maintenance of a split-rail fence within the required front yard of the Subject Property along Ambleside Drive with a height of 4.0 feet in lieu of the maximum height of 3.0 feet otherwise permitted for front yard fences, provided that such fence shall be constructed and maintained in strict accordance with and to the extent provided by the following plans and supporting materials submitted by Petitioner and describing the proposed fence: (i) plat of survey for 648 Ambleside Drive by Land Surveying Services, Inc. dated March 25, 2014 with approximate fence location depicted by markup; (ii) fence location detail sheet by Aronson Fence Company and fence proposal from Aronson Fence Company dated 9-24-15.

SECTION 4: That the modification hereby granted is subject to Petitioner's compliance with the requirements of this Ordinance, with all provisions of the Zoning Ordinance of the Village of Deerfield and with all other applicable codes and ordinances of the Village of Deerfield.

SECTION 5: That this Ordinance, and each of its terms, shall be the effective legislative act of a home rule municipality without regard to whether such Ordinance should: (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law; or, (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the Village of Deerfield that to the extent that the terms of this Ordinance should be inconsistent with any non-preemptive state law, this Ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 6: 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 _____, 2016.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this _____ day of _____, 2016.

Village President

ATTEST:

Village Clerk

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

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A FENCE HEIGHT MODIFICATION
FOR PROPERTY LOCATED AT 648 AMBLESIDE DRIVE**

**PASSED AND APPROVED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF DEERFIELD, LAKE
AND COOK COUNTIES, ILLINOIS, this**

_____ day of _____, 2016.

**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 _____, 2016.**

REQUEST FOR BOARD ACTION

Agenda Item: 16-1

Subject: Approval of Intergovernmental Agreement (IGA) for the North Avenue Reconstruction Project

Action Requested: Authorization to Execute Intergovernmental Agreement

Originated By: Deputy Director of Public Works and Engineering

Referred To: Mayor and Board of Trustees

Summary of Background and Reason for Request

In September of 2014, the Village of Deerfield entered into an agreement with Gewalt Hamilton Associates (GHA) for the preparation a Project Development Report (PDR), and Phase II design services, for a federally funded highway improvement along North Avenue between Wilmot Road and Telegraph Road. Since the roadway forms the border between the Village of Deerfield and the Village of Bannockburn, the villages have decided to construct the improvements jointly. The Village of Deerfield will pay for costs associated with construction of improvements along the southern half of North Avenue and the Village of Bannockburn will pay for costs associated with construction of improvements along the northern half. Design plans are complete and the project is scheduled for a April letting through the Illinois Department of Transportation, allowing for construction to begin in June of 2016.

The Village of Deerfield is the lead agency for the project. As such, we are responsible for executing federal agreements and the management of the physical construction work. Billing for the project will pass through the Village of Deerfield, with invoices later being sent to the Village of Bannockburn as part of this Intergovernmental Agreement (IGA). The overall cost for the Village of Deerfield is \$1,075,196, which has been budgeted for in the 2016 fiscal year budget. However, since the billing will pass through the Village of Deerfield the total amount that we may be billed for the project is estimated at \$1,333,994 (see cost breakdown on Local Agency Agreement for Federal Participation (LAA)), with an estimated \$258,798 being billed to the Village of Bannockburn. A copy of the IGA is attached to further clarify, and Deputy Director Phillips will be available for questions.

The Department has proposed sufficient funding for this expenditure in the FY2016 budget. The Deputy Director of Public Works and Engineering is requesting the Approval of the Intergovernmental Agreement for the North Avenue Reconstruction Project.

Reports and Documents Attached:

Intergovernmental Agreement between the Village of Deerfield and the Village of Bannockburn

Date Referred to Board: January 4, 2016

Action Taken: _____

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF BANNOCKBURN AND THE VILLAGE OF DEERFIELD
FOR THE NORTH AVENUE RECONSTRUCTION PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the VILLAGE OF BANNOCKBURN, an Illinois home rule municipality (hereinafter referred to as “Bannockburn”), 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 Bannockburn are participating with the Illinois Department of Transportation (“IDOT”), the Lake County Division of Transportation (“LCDOT”) and the Federal Highway Administration (“FHWA”) in the reconstruction/rehabilitation of North Avenue between Wilmot Road and Telegraph Road (the “Project”). The Project is generally described on the IDOT Project Program Information Form attached hereto as Exhibit A.

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

C. The Project is eligible for federal funding through the FHWA Surface Transportation Program (“STP”) which provides eighty percent (80%) of the funding for that part of the Project that is considered Participating Work. Participating Work for the Project includes reconstruction of the North Avenue pavement and substructure, replacement of curb and gutter, storm sewers, pavement patching and resurfacing, resurfacing/rehabilitation, and minor geometric improvements. The estimated cost of Participating Work within the scope of the Project is One Million Eight Hundred Seventy-Seven Thousand Seven Hundred Thirty Dollars (\$1,919,005.00).

D. The Project will also include a Deerfield water main replacement and Deerfield sanitary sewer relining, which are items that are considered Non-Participating Work, the cost of which Deerfield is entirely responsible for (“Deerfield Non-Participating Work”).

E. The Project does not currently include any non-participating work items for the benefit of Bannockburn. Should the Project be modified to include non-participating work items for Bannockburn (“Bannockburn Non-Participating Work”), Bannockburn agrees that it will be entirely responsible for the cost of such items.

G. Deerfield agrees to enter into a Local Agency Agreement with IDOT pursuant to which Deerfield will, among other things, agree to pay the cost of Phase III Construction and Phase III Engineering Services. The local share is twenty percent (20%) of (i) the costs for the Participating Work and (ii) the fees for Phase III Roadway Engineering Services to supervise construction of Participating Work (the “Local Share”).

H. The Local Share, which excludes any Deerfield Non-Participating Work and any Bannockburn Non-Participating Work, is currently estimated at Three Hundred Eighty-Three Thousand Eight Hundred One Dollars (\$383,801.00).

I. Bannockburn agrees to reimburse Deerfield for fifty percent (50%) of the Local Share of the Project, but excluding all Deerfield Non-Participating Work, and for one hundred percent (100%) of all Bannockburn Non-Participating Work, if any.

J. Bannockburn 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 Bannockburn 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 Project Development Report developed by Gewalt Hamilton Associates, Inc. dated September 17, 2015, which is incorporated herein and made a part of this Agreement by reference.

SECTION 3: Local Agency Agreement. Deerfield will enter into a Local Agency Agreement with IDOT in substantial conformance with the Local Agency Agreement for Federal Participation which will provide for construction of the Project in accordance with plans approved by IDOT and IDOT policies and procedures approved and/or required by the FHWA.

SECTION 4: Construction of Project. The construction contract for the Project will be held by and implemented by IDOT in cooperation with Deerfield.

SECTION 5: Funding of Project.

5.1 It is the expectation of the Parties that eighty percent (80%) of the cost of Participating Work will be funded through the FHWA STP program.

5.2 Deerfield will be responsible for payment of the Local Share of Project costs, subject to reimbursement as provided in this Agreement.

5.3 Bannockburn will reimburse Deerfield for fifty percent (50%) of the Local Share.

5.4 Bannockburn will reimburse Deerfield for one hundred percent (100%) of any Bannockburn Non-Participating Work that may be added to the scope of the Project.

5.5 After any payments made by Deerfield to IDOT or to Project contractors on account of Participating Work, Bannockburn shall, within thirty (30) days after presentation of proof of such payments, reimburse Deerfield for fifty percent (50%) of the Local Share, not including Deerfield Non-Participating Work, and for (100%) of any Bannockburn Non-Participating Work included within such progress payments.

SECTION 6: Cooperation with Project Implementation.

6.1 Deerfield and Bannockburn will cooperate with IDOT and with IDOT's construction contractor(s) in the implementation of the Project, including any limitations on vehicular traffic as may be reasonably necessary to construct the Project.

6.2 The Parties agree to grant access to the site of those portions of the Project as may be located on their respective property as may be reasonably necessary for Deerfield and IDOT and their construction contractor(s) to construct the Project.

6.3 The Parties agree to keep each other informed of any controversies.

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 Bannockburn as follows:

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

If to Bannockburn: Village of Bannockburn
2275 Telegraph Road
Bannockburn, IL 60015
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 Bannockburn 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.

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

VILLAGE OF DEERFIELD

VILLAGE OF BANNOCKBURN

By: _____
Mayor

By: _____
Village President

Dated: _____, 2016

Dated: _____, 2016

ATTEST:

ATTEST:

Village Clerk

Village Clerk

EXHIBIT A
[IDOT Project Information Form]

REQUEST FOR BOARD ACTION

Agenda Item: 16-2

Subject: Approval of Local Agency Agreement for Federal Participation for the North Avenue Reconstruction Project

Action Requested: Authorization to Execute Local Agency Agreement for Federal Participation

Originated By: Director of Public Works and Engineering

Referred To: Mayor and Board of Trustees

Summary of Background and Reason for Request

In September of 2014, the Village of Deerfield entered into an agreement with Gewalt Hamilton Associates (GHA) for the preparation a Project Development Report (PDR), and Phase II design services, for a federally funded highway improvement along North Avenue between Wilmot Road and Telegraph Road. Since the roadway forms the border between the Village of Deerfield and the Village of Bannockburn, the villages have decided to construct the improvements jointly. The Village of Deerfield will pay for costs associated with construction of improvements along the southern half of North Avenue and the Village of Bannockburn will pay for costs associated with construction of improvements along the northern half. Design plans are complete and the project is scheduled for a April letting through the Illinois Department of Transportation, allowing for construction to begin in June of 2016.

The scope of work for the project includes water main replacement, sanitary sewer point repairs and lining, storm sewer replacement, installation of mountable type curbs, and the complete removal and replacement of the roadway. The improvement will also address drainage concerns for the intersection of Chestnut Street and Davis Avenue, just to the south of the larger improvements, through the addition of storm sewer capacity along North Avenue. The project is eligible for federal funds as part of the Surface Transportation Urban program that is administered through the Lake County Council of Mayors. As part of the federal agreement, the Village(s) will be responsible for 20% of the cost for participating construction and construction engineering. The cost for non-participating items will be borne solely by the Village(s). Since the water main and sanitary sewers are owned by the Village of Deerfield, we will be responsible for 100% of that cost.

The Village of Deerfield is the lead agency for the project. As such, we are responsible for executing federal agreements and the management of the physical construction work. Billing for the project will pass through the Village of Deerfield, with invoices later being sent to the Village of Bannockburn as part of this Intergovernmental Agreement (IGA). The overall cost for the Village of Deerfield is \$1,075,196, which has been budgeted for in the 2016 fiscal year budget. A division of cost exhibit is attached as part of the Local Agency Agreement to further clarify, and Deputy Director Phillips will be available for questions.

The Department has proposed sufficient funding for this expenditure in the FY2016 budget. The Deputy Director of Public Works and Engineering is requesting the Authorization to Execute the Local Agency Agreement for Federal Participation and the Resolution for the North Avenue Reconstruction Project.

Reports and Documents Attached:

Local Agency Agreement for Federal Participation
Resolution

Date Referred to Board: January 4, 2016

Action Taken: _____

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A LOCAL PUBLIC AGENCY
AGREEMENT FOR FEDERAL PARTICIPATION FOR THE
RECONSTRUCTION OF NORTH AVENUE
(PROJECT NUMBER M-4003(515))**

WHEREAS, the Village is the lead local public agency for Project Number **M-4003(515)**, which is a project for the reconstruction of North Avenue for a length of approximately 0.61 miles from Wilmot Road to Telegraph Road and

WHEREAS, funding for the Project from the Federal Highway Administration (FHWA) is contingent upon the Illinois Department of Transportation (IDOT) and the Village entering a Local Public Agency Agreement for Federal Participation for said Project (the “Local Agency Agreement”); and

WHEREAS, the corporate authorities of the Village of Deerfield have reviewed and considered the Local Agency Agreement and hereby determine that is in the best interest of the Village and public to enter into the Local Agency Agreement with IDOT for the Project;

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, in the exercise of its home rule powers, as follows:

SECTION 1: That the above and foregoing recitals are hereby incorporated and made a part of this Resolution as if fully set forth herein.

SECTION 2: The Local Agency Agreement attached hereto and made a party hereof is hereby approved.

SECTION 3: The Village President and Village Clerk are hereby authorized and directed to respectively execute and attest the Local Public Agency Agreement for Federal Participation for and on behalf of the Village of Deerfield.

SECTION 4: That The Village of Deerfield hereby appropriates One Million Three Hundred and Thirty Three Thousand Nine Hundred Ninety-Four and 00/100 Dollars (\$1,333,994), or as much as may be needed to match federal funds in the completion of MFT Section Number 15-00100-00-PV

SECTION 5: That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this _____ day of _____, 2016.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this _____ day of _____, 2016.

Village President

ATTEST:

Village Clerk

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency Village of Deerfield	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 15-00100-00-PV	Fund Type STU	ITEP, SRTS, or HSIP Number(s)		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-323-15	M-4003(515)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

Location

Local Name North Avenue Route FAU 3714 Length 0.61Mi.
Termini Wilmot Road to Telegraph Road

Current Jurisdiction LPA TIP Number 10-15-0005 Existing Structure No N/A

Project Description

Project consists of reconstructing North Avenue including approximately 8,400 SY of pavement removal; 8,800 SY of HMA pavement; 6,450 FT of curb & gutter; 3,400 FT of storm sewer, 3,300 FT of water main, 1,800 FT of sanitary sewer lining along with miscellaneous work.

Division of Cost

Type of Work	STU	%	%	LPA	%	Total
Participating Construction	1,535,204	(*)	()	383,801	(BAL)	1,919,005
Non-Participating Construction		()	()	816,400	(100)	816,400
Preliminary Engineering		()	()		()	
Construction Engineering	171,137	(*)	()	133,793	(BAL)	304,930
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials						
TOTAL	\$ 1,706,341			\$ 1,333,994		\$ 3,040,335

*Maximum FHWA (STU) participation 80% not to exceed \$1,706,341.

Non-participating construction includes but is not limited to watermain and sanitary sewer work.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of LPA Obligation) _____
METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month.
METHOD C---LPA's Share Balance _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield,

Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, whichever ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

(25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

(26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

(27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
 - (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LPA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the **STATE** is reimbursing the **LPA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map, Number 2 – LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

The **LPA** further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Harriet Rosenthal

Name of Official (Print or Type Name)

Mayor

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is 36-6005842 conducting business as a Governmental Entity.

DUNS Number 068003185

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

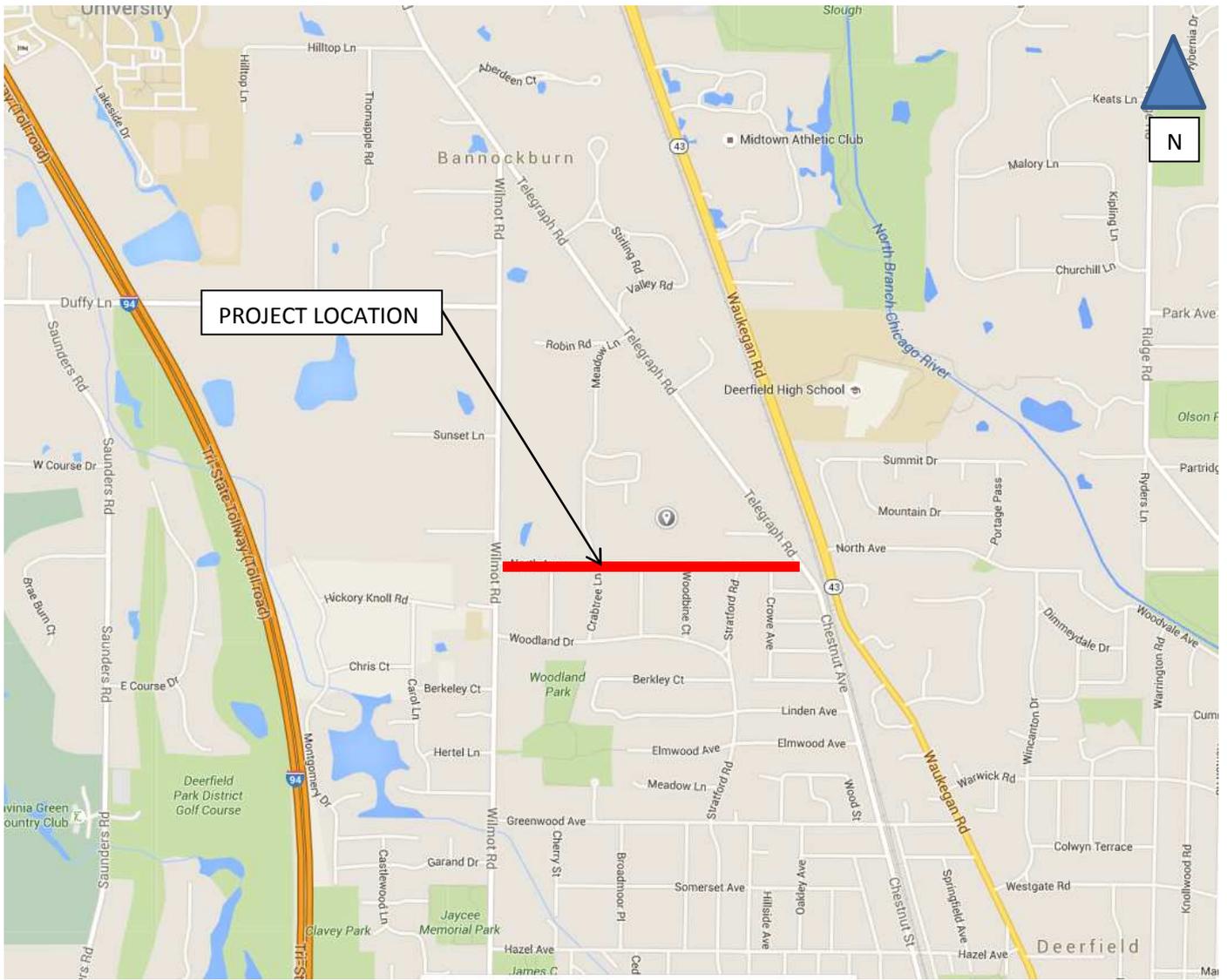
William M. Barnes, Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



LOCATION MAP

Village of Deerfield

North Avenue

Wilmot Road to Telegraph Road

Section Number 15-00100-00-PV

REQUEST FOR BOARD ACTION

Agenda Item: 16-3

Subject: Award of Contract for Construction Engineering Services for the North Avenue Reconstruction Project

Action Requested: Award to Gewalt Hamilton Associate (NTE \$304,929)

Originated By: Deputy Director of Public Works and Engineering

Referred To: Mayor and Board of Trustees

Summary of Background and Reason for Request

In September of 2014, the Village of Deerfield entered into an agreement with Gewalt Hamilton Associates (GHA) for the preparation a Project Development Report (PDR), and Phase II design services, for a federally funded highway improvement along North Avenue between Wilmot Road and Telegraph Road. Since the roadway forms the border between the Village of Deerfield and the Village of Bannockburn, the villages have decided to construct the improvements jointly. The Village of Deerfield will pay for costs associated with construction of improvements along the southern half of North Avenue and the Village of Bannockburn will pay for costs associated with construction of improvements along the northern half. Design plans are complete and the project is scheduled for an April letting through the Illinois Department of Transportation, allowing for construction to begin in June of 2016.

As part of the Qualifications Based Selection process, Gewalt Hamilton Associates (GHA) was selected, by the Village of Deerfield and the Village of Bannockburn as a firm with the proper qualifications and approach to assist with construction engineering for the project. The proposal from GHA, in the amount of \$304,929, has been approved by IDOT, the Village of Bannockburn, and the Lake County Planning Liaison and must be brought to the Village Board for approval.

Since Construction Engineering Services for the project is considered a *participating* item the Villages will receive an 80% reimbursement from the FWHA for this expense. The remaining 20% of the expense for Construction Engineering will be split by the Village of Deerfield and the Village of Bannockburn. The Village of Deerfield has a total cost obligation of \$66,896 for construction engineering services.

The Department has proposed sufficient funding for this expenditure in the FY2016 budget. The Deputy Director of Public Works and Engineering is requesting the Authorization to Execute the Local Agency Agreement and the Resolution to Award of the Contract for Construction Engineering Services for the North Avenue Reconstruction Project in an amount not to exceed \$304,929. .

Reports and Documents Attached:

Local Agency Agreement
Resolution

Date Referred to Board: January 4, 2016

Action Taken: _____

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

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A CONSTRUCTION ENGINEERING
SERVICES AGREEMENT FOR FEDERAL PARTICIPATION WITH
GEWALT HAMILTON ASSOCIATES FOR THE RECONSTRUCTION OF NORTH
AVENUE
(PROJECT NUMBER M-4003 (515))**

WHEREAS, the Village is the lead agency for the resurfacing and reconstruction of North Avenue for a length of approximately 0.61 miles from Wilmot Road to Telegraph Road in the Village of Deerfield, Project Number M-4003 (515) (the “Project”); and

WHEREAS, outside funding for the Project has been secured from the Federal Highway Administration (FHWA), and the Illinois Department of Transportation (IDOT), in the estimated amount of \$1,706,341;

WHEREAS, the Village has received approval from IDOT to engage Gewalt Hamilton Associates to provide professional engineering services in connection with the Project; and

WHEREAS, the Village Engineer has recommended to the corporate authorities of the Village of Deerfield that the Village authorize and approve a Construction Engineering Services Agreement for Federal Participation with Gewalt Hamilton Associates to provide certain professional engineering services in connection with the Project, a copy of said Agreement being attached hereto (the “Local Agency Agreement”), and

WHEREAS, the corporate authorities of the Village of Deerfield have reviewed and considered the Local Agency Agreement and hereby determine that is in the best interest of the Village and public to enter into the Local Agency Agreement with the Illinois Department of Transportation and Gewalt Hamilton Associates;

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, in the exercise of its home rule powers, as follows:

SECTION 1: That the above and foregoing recitals are hereby incorporated and made a part of this Resolution as if fully set forth herein.

SECTION 2: The Local Agency Agreement attached hereto and made a party hereof is hereby approved.

SECTION 3: The Village President and Village Clerk are hereby authorized and directed to respectively execute and attest the Local Agency Agreement for the Project with Gewalt Hamilton Associates for and on behalf of the Village of Deerfield.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this _____ day of _____, 2016.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this _____ day of _____, 2016.

Village President

ATTEST:

Village Clerk

Local Agency Village of Deerfield	L O C A L A G E N C Y	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Gewalt Hamilton Associates, Inc.
County Lake				Address 625 Forest edge Drive
Section 15-00100-00-PV				City Vernon Hills
Project No. M-4003 (515)				State Illinois
Job No. C-91-323-15				Zip Code 60061
Contact Name/Phone/E-mail Address Robert W. Phillips, P.E. rphillips@deerfield.il.us				Contact Name/Phone/E-mail Address Kevin Belgrave / (847) 478-9700 kbelgrave@gha-engineers.com

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
In Responsible Charge	A full time LA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name North Avenue Route FAU 3714 Length 0.607mi Structure No. N/A

Termini Wilmot Road to Telegraph Road

Description: Project consists of reconstructing North Avenue including approximately 8,400 SY of pavement removal; 8,800 SY of HMA pavement; 6,450 FT of curb & gutter; 3,400 FT of storm sewer, 3,300 FT of water main, 1,800 FT of sanitary sewer lining along with miscellaneous work.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - c. For soils, to obtain samples and perform testing as noted below.
 - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - h. Geometric control including all construction staking and construction layouts.
 - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - j. Measurement and computation of pay items.
 - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - m. Revision of contract drawings to reflect as built conditions.
 - n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
- c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
- d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
- g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

- 11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
- 12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
- 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
- 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
- 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

- 1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
- 2. To furnish the necessary plans and specifications.
- 3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
- 4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF=Fixed Fee
 SBO = Services by Others

Total Compensation = $DL + IHDC + OH + FF + SBO$

- Specific Rate (Pay per element)
- Lump Sum _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

III. It is Mutually Agreed,

- 1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
- 2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
- 3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
- 4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
- 5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- 6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
 - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

Exhibit A - Construction Engineering

Route: FAU 3714 (North Avenue)
 Local: Deerfield
 (Municipality/Township/County)
 Section: 15-00100-00-PV
 Project: M-4003 (515)
 Job No.: C-91323-15

*Firm's **approved rates** on file with Bureau of Accounting and Auditing:

Overhead Rate (OH) 170.00 %
 Complexity Factor (R) 0.00
 Calendar Days 365

Cost Plus Fixed Fee Methods of Compensation:

- Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Fixed Fee 2 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate
 Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Const Engineering	Senior Engineer	140.00	\$49.65	\$6,951.00	\$11,816.70		\$0.00	\$2,721.31	\$21,489.01
Const Engineering	Prof Engineer	140.00	\$35.25	\$4,935.00	\$8,389.50		\$0.00	\$1,932.05	\$15,256.55
Const Engineering	Sr. Eng Tech	1400.00	\$32.19	\$45,066.00	\$76,612.20		\$0.00	\$17,643.33	\$139,321.53
Const Engineering	Eng Tech II	1200.00	\$24.50	\$29,400.00	\$49,980.00		\$0.00	\$11,510.10	\$90,890.10
Const Engineering	Secretary	60.00	\$23.88	\$1,432.80	\$2,435.76		\$0.00	\$560.94	\$4,429.50
Const Survey	Land Surveyor	20.00	\$43.63	\$872.60	\$1,483.42		\$0.00	\$341.62	\$2,697.64
Const Survey	Sr. Eng Tech	60.00	\$32.19	\$1,931.40	\$3,283.38		\$0.00	\$756.14	\$5,970.92
Const Survey	Eng Tech II	60.00	\$24.50	\$1,470.00	\$2,499.00		\$0.00	\$575.50	\$4,544.50
Material Testing						\$9,110.00			\$9,110.00
Forester						\$4,275.00			\$4,275.00
Expenses							\$6,945.00		\$6,945.00
Totals		3,080.0		\$92,058.80	\$156,499.96	\$13,385.00	\$6,945.00	\$36,040.99	\$304,929.75

REQUEST FOR BOARD ACTION

Agenda Item: 16-5

Subject: Request for Board Action – Purchase of Police Administrative Vehicle

Action Requested: Approval of Recommendation

Originated By: Police Department

Referred To: Mayor and Board of Trustees

Reports and Documents Attached:

- Memorandum Chief Sliozis to Kent Street with background and recommendation.

Date Referred to Board: January 4, 2016

Action Taken: _____



DEERFIELD POLICE DEPARTMENT



DATE: December 23, 2015
TO: Kent Street, Village Manager
FROM: Chief John Sliozis
SUBJECT: Request for Board Action- Police Vehicle Purchase

On January 4, 2016, at the regularly scheduled meeting of the Mayor and Board of Trustees, the Police Department will be seeking authorization for the purchase of one (1) unmarked administrative police vehicle.

HISTORY

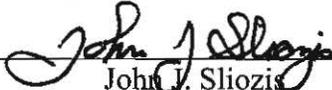
The Police Department currently utilizes a 2006 Dodge Charger (VIN # 2B3KA43G66H417232) that is being used as an unmarked vehicle assigned to Patrol. The vehicle was originally purchased in 2005 and currently has in excess of 103,000 miles logged. The timeline for replacement of the vehicle has been extended several times and the car has been kept in operation far longer than anticipated. The car was recently reassigned to the Building and Zoning Department to replace an even older vehicle within their fleet.

Replacement of the Dodge Charger within the Police Department is a FY 2016 budgeted item with funds previously allocated to the Vehicle Equipment Replacement Fund (VERF) in the amount of \$25,000.

Miles Chevrolet of Decatur, Illinois currently holds the State Contract (PSD4018017) for a similar replacement vehicle. A 2016 Chevrolet is currently available through Miles Chevrolet with a purchase price of \$19,900. In addition to the purchase of the vehicle, the Department requests Havey Communications of Lake Bluff, Illinois be approved as the Department's changeover technician and safety equipment supplier for the vehicle. The cost of changeover for moving equipment from the Charger to the Impala is estimated to be \$3,000. The cost includes the transfer of equipment, radios, emergency lighting and any updates that are compatible with a 2016 Chevrolet Impala. Purchase of the vehicle and installation of equipment does not exceed the budgeted amount of \$25,000.

RECOMMENDATION

The Police Department is recommending Board authorization to purchase one (1) 2016 Chevrolet Impala from State Contract holder Miles Chevrolet of Decatur, Illinois at a cost not to exceed \$19,900. The Department also requests Board authorization to utilize Havey Communications to transfer squad equipment at a cost not to exceed \$3,000.


John J. Sliozis
Chief of Police