

AGENDA FOR THE BOARD OF TRUSTEES
Tuesday, January 20, 2026, 7:30 P.M.
Livestream available at Channel 10 and [Village website](#)

Call to Order
Roll Call
Pledge of Allegiance
Minutes of Previous Meeting
Treasurer's Report
Bills and Payroll
Public Comment

REPORTS

CONSENT AGENDA

26-17 Resolution Appointing Justin Keenan, Daniel Van Dusen and David Fitzgerald-Sullivan as Deputy Village Clerks for the Village of Deerfield

OLD BUSINESS

NEW BUSINESS

26-09 Resolution Authorizing the Village to enter into an Emergency Dispatch Services Agreement with the Village of Bannockburn

26-10 Resolution Authorizing the Village to enter into an Emergency Dispatch Services Agreement with the Village of Riverwoods

26-11 Resolution Approving Pavement Condition Services Contract

26-12 Resolution to Purchase Bulk Rock Salt through Lake County Division of Transportation

26-13 Ordinance Amending Chapter 6, 8 and 13 of the Municipal Code Regarding Building Regulations

26-14 Ordinance Adopting an Annual Fine Resolution

26-15 Resolution Authorizing the Purchase of Ferric Chloride

26-16 Resolution Authorizing the Waiver of Competitive Bidding and Approving the Purchase of SCADA Software from Q-mation LLC

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

January 5, 2026

The regular meeting of the Board of Trustees of the Village of Deerfield was called to order on January 5, 2026, at 7:30 p.m. at Deerfield Village Hall. The clerk called the roll and announced that the following were

Present: Dan Shapiro, Mayor
Robert Benton
Larry Berg
Jennifer Goldstone
Jesse Greenberg
Mary Oppenheim

Absent: Elaine Jacoby

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

PLEDGE OF ALLEGIANCE

Mayor Shapiro led those in attendance in reciting the Pledge of Allegiance.

DEPARTMENT OBJECTIVES

Management Analyst Jessica Sciarretta presented highlights from the Administration Department objectives report. The Administration Department includes the Village Manager's office, Information Technology division and the Village custodian. In 2025, Village Manager Kent Street received the Distinguished Mentor award from the Illinois Association of Municipal Management Assistants. Ms. Sciarretta reported on Village communications, general government operations, commissions and information technologies.

The 2026 departmental objectives include continuing to monitor internal operations of all departments, overseeing residential and commercial solid waste collection franchises, implementation of the new ADA regulations per compliance web accessibility guidelines, expanding the Farmers Market, advancing the sustainability benefits of Community Solar, transitioning paper forms and applications to the online application software, managing special events and much more.

DOCUMENT APPROVAL

Trustee Oppenheim moved to approve the minutes from the December 15, 2025 Board of Trustees meeting. Trustee Benton seconded the motion. The motion passed unanimously on a voice vote.

BILLS AND PAYROLL

Trustee Oppenheim moved to approve the bills and payroll dated January 5, 2026. Trustee Benton seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Greenberg, Oppenheim (5)
NAYS: None (0)

PUBLIC COMMENT

There was no Public Comment on non-agenda items.

REPORTS

There were no Reports.

CONSENT AGENDA

ORDINANCE O-26-01 AMENDING
CHAPTER 3 OF THE MUNICIPAL
CODE OF THE VILLAGE OF
DEERFIELD, ILLINOIS, 1975” AS
AMENDED, TO INCREASE THE
NUMBER OF CLASS F-1 LIQUOR
LICENSES

An Ordinance amending Chapter 3 of the Municipal Code of the Village of Deerfield, Illinois, 1975 as amended, to increase the Class F-1 (hotel marketplace/pantry) liquor license for the Embassy Suites by Hilton Chicago located at 1445 Lake Cook Road.

RESOLUTION R-26-01 SELECTING AND
DESIGNATING THE DELEGATE AND
ALTERNATE DELEGATES TO THE
NORTHEASTERN ILLINOIS PUBLIC
SAFETY TRAINING ACADEMY
(NIPSTA) BOARD OF DIRECTORS

A Resolution designating Director of Public Works and Engineering Robert Phillips as the Village delegate of the NIPSTA Board of Directors and Assistant Village Manager Justin Keenan and Assistant Director of Public Works and Engineering Tyler Dickinson as the alternate delegates.

Trustee Berg moved to approve the Consent Agenda and adopt the Ordinance and Resolution.
Trustee Goldstone seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Greenberg, Oppenheim (5)
NAYS: None (0)

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

ORDINANCE O-26-02 AMENDING THE
VILLAGE OF DEERFIELD WAGE

An Ordinance adjusting the Village Manager compensation on the previously approved wage and

AND SALARY PLAN salary plan and adds the Human Resources/Risk Manager position for 2026. Mr. Burk reported this was discussed at the closed session meeting held on December 15, 2025.

Trustee Oppenheim moved to approve the Ordinance amending the Village of Deerfield wage and salary plan. Trustee Goldstone seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Greenberg, Oppenheim (5)

NAYS: None (0)

RESOLUTION R-26-02 AUTHORIZING THE VILLAGE TO ISSUE A PURCHASE ORDER TO SYNAGRO CENTRAL LLC FOR BIOSOLIDS REMOVAL SERVICES Wastewater Treatment Plant Supervisor Brandon Janes reported the WRF accumulates about 2,000 cubic yards of biosolids each year which must be disposed of in accordance with IEPA requirements. This year, \$100,500 has been budgeted for the removal and beneficial reuse of this product. The storage building where the biosolids are accumulated is emptied out two times per year, in the spring and fall. The current contract with Synagro Central LLC expired on December 31, 2025. Staff recommends the Board of Trustees authorize biosolids removal services from Synagro Central LLC in an amount not to exceed \$100,500. Mr. Street noted the Village is looking at hauling three times a year.

Trustee Oppenheim moved to adopt a Resolution authorizing biosolids removal service by Synagro Central LLC in an amount not to exceed \$100,500. Trustee Benton seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Greenberg, Oppenheim (5)

NAYS: None (0)

RESOLUTION R-26-03 WAVING BIDDING AND AUTHORIZING THE VILLAGE TO ISSUE A PURCHASE ORDER TO SOLENIS LLC FOR BIOSOLIDS POLYMER Mr. Janes reported in October of 2024 the WRF conducted jar testing and full-scale testing of polymers in coordination with four wastewater polymer suppliers to select the most cost-effective product. As a result, the WRF has been utilizing a proprietary polymer from Solenis LLC. The department recommends the Board approve a Resolution waiving the competitive bidding and authorizing the purchase of biosolid polymer in an amount not to exceed \$45,000. Trustee Greenberg asked if the polymers could be turned into energy. Mr. Janes noted it would be cost prohibitive. He also state the WRF was set up to be as neighbor-friendly as possible.

Trustee Benton moved to approve a Resolution waiving the competitive bidding and authorizing the purchase of biosolid polymer in an amount not to exceed \$45,000. Trustee Goldstone seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Greenberg, Oppenheim (5)

NAYS: None (0)

RESOLUTION R-26-04 APPROVING
AN AGREEMENT WITH STRAND
ASSOCIATES INC. FOR DESIGN
ENGINEERING SERVICES

Mr. Janes stated the SCADA system components are near the end of their useful life. The Village's operation and maintenance manual suggests replacement of system components between 5-7 years. The last replacement occurred in 2017.

Strand Associates Inc. assisted WRF staff with the equipment selection in 2025 for this project and a server replacement in 2024. Strand Associates designed and has been assisting the Village in the upkeep of the SCADA system since its inception. The department recommends the Board approve a Resolution approving an agreement with Strand Associates Inc. for the 2026 computer replacement project in the amount of \$34,200.

Trustee Greenberg moved to approve a Resolution approving an agreement with Strand Associates Inc. for the 2026 computer replacement project in the amount of \$34,200. Trustee Goldstone seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Greenberg, Oppenheim (5)

NAYS: None (0)

RESOLUTION R-26-05 AUTHORIZING
(DEW) PURCHASE ORDER FOR DEW
PUMPS

Mr. Janes stated two disinfected effluent water pumps installed as part of the WRF reconstruction project in 2012 have experienced ongoing cavitation issues due to operating conditions. As a result, the

pumps and impellers will require significant rehabilitation. Staff has determined that continued investment in repairing these pumps is not cost-effective, as they will not operate efficiently under existing conditions.

To address this issue, staff engaged Strand Associates Inc. to review and update the design calculations based on current field conditions, and to assist in selecting a replacement pump better suited to the system's operational needs. The recommended replacement is a Fairbanks 2½-inch Model 1844 pump with a 20-horsepower, 1,800 RPM motor. This pump is manufactured by the same company as the existing units and, while some mechanical modifications to the piping will be required, it will resolve the ongoing cavitation and maintenance issues. The manufacturer's authorized representative is Drydon Equipment Inc.

Trustee Oppenheim asked about the expected life of the pumps. Mr. Janes noted these pumps usually last 5-10 years, but can last up to 100 years. As these pumps are cavitating, he believes it is in the Village's best interest to replace the pumps.

Trustee Oppenheim moved to approve the Resolution waiving the competitive bidding and authorizing the purchase of DEW pumps from Drydon Equipment Inc. for a total cost of \$64,266. Trustee Benton seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Greenberg, Oppenheim (5)
NAYS: None (0)

RESOLUTION R-26-06 APPROVING A
MASTER SERVICES AGREEMENT
AND STATEMENT OF WORK WITH
MGT IMPACT SOLUTIONS OF
TAMPA, FLORIDA, FOR
EMPLOYMENT SEARCH SERVICES
FOR A HUMAN RESOURCES/RISK
MANAGER

Director of Finance Eric Burk reported staff requested a proposal from MGT for assistance with the Human Resources/Risk Manager position. MGT will assist with a position assessment, announcement, marketing brochure, recruit evaluation, interview assistance and background checks. Trustee Goldstone asked about the termination clause. Mr. Schuster stated this is a master service agreement. The contract would end

after the position is filled, but the master service agreement could stay active for the year. Mr. Street suggested cleaning up the Resolution.

Trustee Goldstone moved to approve the Resolution to engage MGT Impact Solutions to assist with the recruitment of a Human Resources/Risk Manager in an approximate amount of \$26,000 subject to revision of the Master Services agreement to include termination of the agreement once the position is filled. Trustee Oppenheim seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Greenberg, Oppenheim (5)
NAYS: None (0)

DISCUSSION

HAPPY NEW YEAR

As this is the first meeting of the year, Mayor Shapiro hopes everyone had a happy New Year and a nice holiday season. He thanked Public Works for the holiday lights.

CURBSIDE TREE COLLECTION

The tree collection will continue through January 21, 2026.

ADJOURNMENT

There being no further business or discussion, Trustee Berg moved to adjourn the meeting.

Trustee Goldstone seconded the motion. The motion passed unanimously on a voice vote. The meeting was adjourned at 8:11 p.m.

The next regular Board of Trustees meeting is scheduled to take place on Tuesday, January 20, 2026, at 7:30 p.m.

APPROVED:

Mayor

ATTEST:

Village Clerk

TREASURER'S REPORT
December 31, 2025

HIGHLIGHT REPORT December 31, 2025

SALES TAX (non home-rule)*

SALES MONTH	RECEIPT MONTH	2023 ACTUAL	2024 ACTUAL	2025 ACTUAL	% CHANGE PRIOR YR. PERIOD	TOTAL 12 MONTHS RUNNING	% CHANGE ANNUAL TOTALS
						4,186,822	
October	January	354,399	367,199	384,506	4.7%	4,204,129	0.4%
November	February	344,612	361,263	360,439	-0.2%	4,203,305	0.0%
December	March	370,295	353,065	610,694	73.0%	4,460,934	6.1%
January	April	314,330	292,667	315,656	7.9%	4,483,923	0.5%
February	May	274,533	269,903	316,352	17.2%	4,530,372	1.0%
March	June	628,116	304,331	349,681	14.9%	4,575,722	1.0%
April	July	310,724	319,943	433,128	35.4%	4,688,907	2.5%
May	August	371,243	414,750	467,466	12.7%	4,741,623	1.1%
June	September	384,561	364,812	455,252	24.8%	4,832,063	1.9%
July	October	339,155	405,703	466,852	15.1%	4,893,212	1.3%
August	November	372,275	361,443	462,749	28.0%	4,994,518	2.1%
September	December	345,491	371,743	498,892	34.2%	5,121,667	2.5%
TOTAL		4,409,734	4,186,822	5,121,667			20.5%
YTD Subtotal		4,409,734	4,186,822	5,121,667			

*excludes all Walgreen's National activity

MAJOR REVENUE SOURCES		Projected			FY	Current FY
Revenue Items	December	Fiscal YTD	YTD	Variance	Budget	Projection
Sales Tax (non-HR)	581,434	5,783,929	5,400,000	383,929	5,400,000	5,784,000
Home Rule Sales Tax	444,708	4,237,324	4,565,000	(327,676)	4,565,000	4,565,000
Water Sales	545,051	6,136,667	6,120,000	16,667	6,120,000	6,137,000
Interest*	224,039	2,706,872	908,000	1,798,872	908,000	2,707,000
Sewer Use Charge	329,812	3,597,988	3,569,700	28,288	3,569,700	3,598,000
Hotel Tax	229,001	2,327,982	1,725,000	602,982	1,725,000	2,328,000
Electric Utility Tax	62,465	928,789	1,100,000	(171,211)	1,100,000	1,100,000
State Income Tax	193,883	3,461,890	3,000,000	461,890	3,000,000	3,462,000
Food & Beverage Tax	79,102	844,339	700,000	144,339	700,000	845,000
Building Permits	157,466	2,180,033	2,200,000	(19,967)	2,200,000	2,200,000

*All budgeted funds (excluding police pension)

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

Revenues	3,145,017	39,813,461	39,162,930	650,531	39,364,798	39,364,798
Expenditures	7,507,826	42,396,393	45,262,722	(2,866,329)	45,262,722	43,012,722

REVENUES AND EXPENDITURES

The amounts reflected in this report are subject to year-end adjustment and audit. Annual net sales tax increased from the prior year due to a general increase in the cost of items sold, increased internet sales receipts and a large non-recurring item in March. Annual water and sewer billing are consistent with budgeted amounts. Interest income, hotel tax, state income tax and food & beverage tax exceeded expectations. Electricity tax includes 11 payments. Notable expenditures in December include construction & engineering costs, Police Pension Contribution, transfers to the 2011B sinking fund & the IRF, purchase of 3 dump truck chassis and payments for solar panels at WRF.

CASH AND INVESTMENTS

As of December, 2025, 100% of available cash was invested at an estimated average annualized interest rate of 3.90 compared to an average rate of 3.69% for the 90-day Treasury bill.

CASH POSITION ANALYSIS

December 31, 2025

TOTAL CASH AND INVESTMENTS

	CURRENT MONTH	PRIOR MONTH	CHANGE	EXPLANATION
OPERATING FUNDS				
GENERAL	32,212,494	36,835,606	(4,623,112)	Transfer to IRF, Police Pension Contrib.
WATER	1,483,725	1,279,368	204,357	
SEWER	1,139,396	1,016,930	122,466	
REFUSE	1,412,416	1,485,935	(73,519)	
PARKING LOTS	(178,009)	(193,935)	15,926	
GARAGE	59,611	57,057	2,554	
VEH & EQUIP	7,194,593	7,417,018	(222,425)	Dump truck chassis purchase
DEBT SERVICE	477,684	910,361	(432,677)	Sinking Fund contribution, QECB rebate
TOTAL ALL OPERATING	43,801,910	48,808,340	(5,006,430)	
CAPITAL FUNDS				
INFRASTRUCT REPLACE.	4,409,536	1,378,508	3,031,028	Transfer from general fund
TIF #3 (DOWNTOWN)	398,141	398,269	(128)	
MOTOR FUEL TAX	269,198	193,482	75,716	
TOTAL ALL CAPITAL	5,076,875	1,970,259	3,106,616	
TOTAL CAP. AND OPER.	48,878,785	50,778,599	(1,899,814)	
OTHER FUNDS				
POLICE PENSION	74,331,532	72,419,989	1,911,543	Village contribution, Mkt val change
CONSOLIDATED JETSB (911)	3,935,745	3,912,367	23,378	
2011 B SINKING FUND *	10,455,030	9,694,355	760,675	Sinking Fund contribution

* Restricted for payment of 2011B bonds in 2028

Village of Deerfield
Expenditure Report - December 31, 2025 - 100% of Year

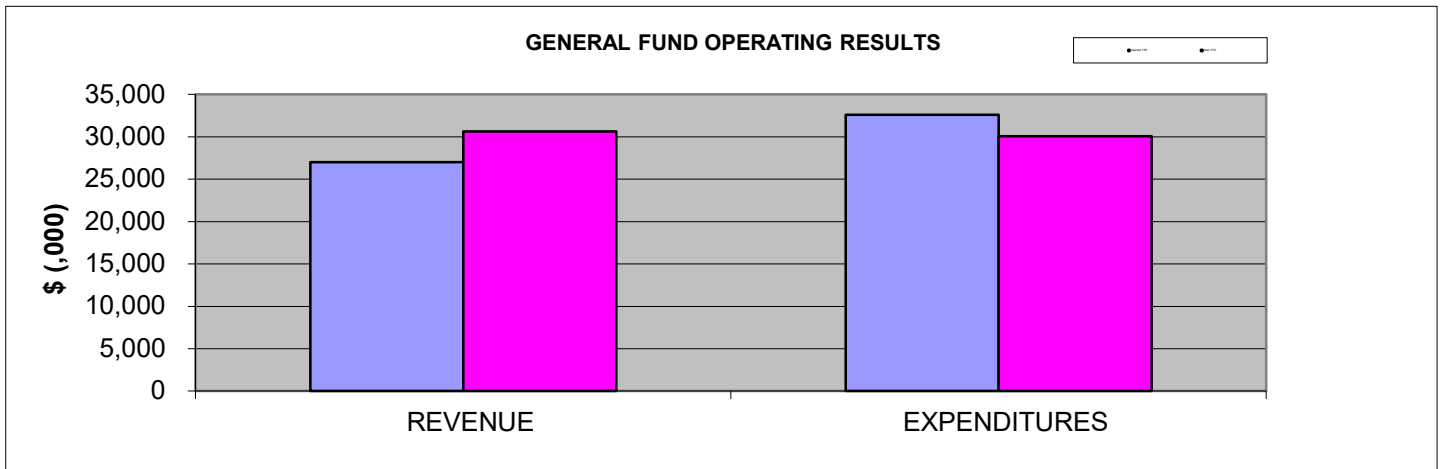
FUND/DEPARTMENT (function)	December Expenditures	Projected Y-T-D	Actual Y-T-D	Variance	Budget 2025	% of Budget	Prior Year %
10 GENERAL FUND							
Finance	3,432,106	9,783,568	7,920,376	1,863,192	9,783,568	81.0%	74.0%
Administration	213,170	3,112,922	3,188,089	(75,167)	3,112,922	102.4%	97.7%
Comm. Development	139,521	2,144,679	2,053,209	91,470	2,144,679	95.7%	101.6%
Engineering	100,600	1,187,119	1,278,405	(91,286)	1,187,119	107.7%	65.2%
Street	404,203	3,414,827	3,332,474	82,353	3,414,827	97.6%	104.8%
Police	2,439,246	12,958,174	12,282,394	675,780	12,958,174	94.8%	94.1%
TOTAL GENERAL	6,728,846	32,601,289	30,054,947	2,546,342	32,601,289	92.2%	90.5%
54 SEWER							
Administration	44,005	2,441,790	2,376,420	65,370	2,441,790	97.3%	96.2%
Cleaning & Maint.	47,574	378,000	507,504	(129,504)	378,000	134.3%	111.6%
Construction	23,502	437,900	347,439	90,461	437,900	79.3%	86.5%
Treatment Plant	158,683	2,221,080	2,188,553	32,527	2,221,080	98.5%	97.9%
TOTAL SEWER	273,764	5,478,770	5,419,916	58,854	5,478,770	98.9%	97.4%
50 WATER							
Administration	70,460	867,095	809,404	57,691	867,095	93.3%	93.9%
Main & Hydrant Maint.	57,872	815,300	987,804	(172,504)	815,300	121.2%	104.1%
Distribution	322,168	4,523,068	4,466,852	56,216	4,523,068	98.8%	101.1%
Meter Maintenance	13,495	472,500	192,566	279,934	472,500	40.8%	100.5%
TOTAL WATER	463,995	6,677,963	6,456,626	221,337	6,677,963	96.7%	100.6%
70 GARAGE	41,221	504,700	464,904	39,796	504,700	92.1%	89.7%
TOTAL PUBLIC WORKS	1,183,183	16,076,260	15,673,920	402,340	16,076,260	97.5%	100.0%
58 REFUSE	262,827	1,778,850	1,721,676	57,174	1,778,850	96.8%	91.5%
60 PARKING LOT (village)	11,446	96,900	102,008	(5,108)	96,900	105.3%	90.2%
60 PARKING LOT (combined)	6,932	121,200	85,767	35,433	121,200	70.8%	83.6%
25 TIF #3 (Downtown)	0	2,300,000	108,862	2,191,138	2,300,000	4.7%	0.0%
22 INFRAS. REPLACE.	473,738	7,850,000	4,225,036	3,624,964	7,850,000	53.8%	84.8%
14 MFT	0	1,300,000	1,300,000	0	1,300,000	100.0%	97.1%
80 POLICE PENSION	314,528	3,993,300	4,024,074	(30,774)	3,993,300	100.8%	95.7%
21 VEH/EQUIP REPLACE.	335,601	1,701,087	903,993	797,094	1,701,087	53.1%	78.6%
35/36 DEBT SERVICE	829	4,584,781	4,534,155	50,626	4,584,781	98.9%	98.9%

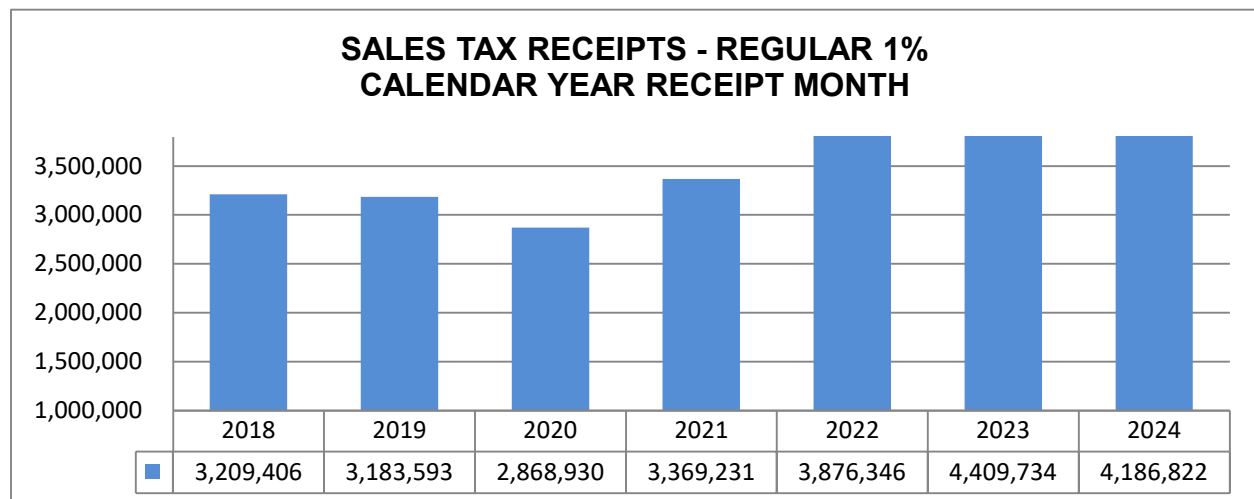
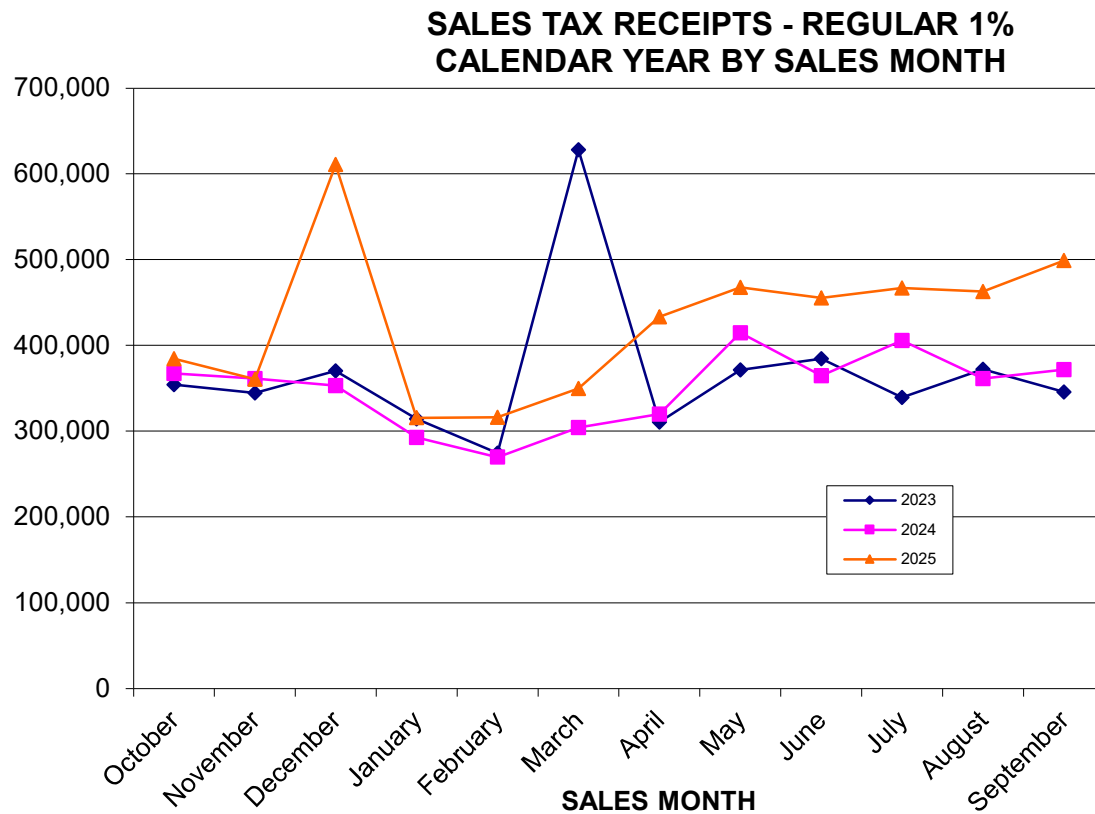
Village of Deerfield
Revenues vs Expenditures
December 31, 2025

(Amounts x 1,000)

FUND:	2025	2024
ACTUAL	PROJECTED	ACTUAL
Month	Y-T-D	Y-T-D
10 GENERAL		
Revenues:		
Property Taxes	113	4,314
St Income Tax	194	3,000
Sales Tax (non HR)	581	5,400
Electricity Tax	62	1,100
Telecomm Tax	97	950
HR Sales Tax	334	3,425
Hotel Tax	229	1,725
Interest Earnings	143	500
Fees & Fines	8	178
Vehicle Licenses	1	317
Building Permits	157	2,200
Other Rev	263	3,911
REVENUE	2,182	27,020
EXPENDITURES	6,729	32,601
Contribution to		
Fund Balance	(4,547)	(5,581)
54 SEWER		
REVENUES	337	5,323
EXPENDITURES	274	5,479
Contribution to		
Fund Balance	63	(156)
50 WATER		
REVENUES	570	6,442
EXPENDITURES	464	6,678
Contribution to		
Fund Balance	106	(236)
70 GARAGE		
REVENUES	56	491
EXPENDITURES	41	505
Contribution to		
Fund Balance	15	(14)
22 REPLACEMENT		
(Infrastructure)		
REVENUES	3,552	5,465
EXPENDITURES	474	7,850
Contribution to		
Fund Balance	3,078	(2,385)
14 MFT		
REVENUES	76	840
EXPENDITURES	0	1,300
Contribution to		
Fund Balance	76	(460)
80 POLICE PENSION		
REVENUES	2,222	1,735
EXPENDITURES	315	3,993
Contribution to		
Fund Balance	1,907	(2,258)

FUND:	ACTUAL Month	2025 PROJECTED Y-T-D	ACTUAL Y-T-D	2024 ACTUAL Y-T-D
58 REFUSE				
REVENUES	58	1,782	1,818	1,751
EXPENDITURES	263	1,779	1,722	1,630
Contribution to Fund Balance	(205)	3	96	
35/36 DEBT SERVICE				
REVENUES	328	4,441	5,761	5,647
EXPENDITURES	1	4,585	4,534	4,530
Contribution to Fund Balance	327	(144)	1,227	
60 PARKING				
REVENUES	35	158	199	167
EXPENDITURES	18	218	188	189
Contribution to Fund Balance	17	(60)	11	
25 TIF #3 (Downtown)				
REVENUES	1	153	270	236
EXPENDITURES	0	2,300	109	0
Contribution to Fund Balance	1	(2,147)	161	
21 VEH/EQUIP REPLACE				
REVENUES	116	1,212	1,481	1,426
EXPENDITURES	336	1,701	904	1,447
Contribution to Fund Balance	(220)	(489)	577	







VILLAGE OF DEERFIELD

BILLS
FOR THE
Tuesday, January 20, 2026
VILLAGE BOARD MEETING

Invoices for Prelist 012026

Vendor Name	Invoice Number	Description	Amount
1ST AYD CORPORATION	PSI839138	ICE MELT	\$1,367.11
	PSI841761	SUPPLIES	\$313.98
	Vendor Total:		\$1,681.09
ABC PLUMBING, HEATING & COOLING	SEWR-25-84/9274	1107 FOREST AVE/DEPOSIT REFUND	\$1,000.00
	Vendor Total:		\$1,000.00
ADVANCED TREECARE	44709	PARKWAY TREE AND STUMP REMOVAL CONTRACT	\$2,375.00
	44748	PARKWAY TREE TRIMMING CONTRACT	\$43,717.00
	Vendor Total:		\$46,092.00
AEP ENERGY	3013128904-010726	A/C 3013128904 12/03/25 THRU 01/06/26	\$1,131.54
	3013128915-122925	A/C 3013128915 11/24/25 THRU 12/26/25	\$398.80
	Vendor Total:		\$1,530.34
AIR CON REFRIGERATION & HEATING INC	7253-1	HVAC REPAIRS	\$2,579.00
	Vendor Total:		\$2,579.00
ALLDATA	101635375 - 2026	ALLDATA SUBSCRIPTION RENEWAL	\$1,500.00
	Vendor Total:		\$1,500.00
AMAZON CAPITAL SERVICES	1TCW-4PGR-7LLK	911 MONITOR(S)	\$156.87
	1QWP-17YK-6YNQ	911 MONITOR(S)	\$119.99
	14WT-F6J6-Q1RK	BOARD DISTRIBUTION TABLETS	\$5,072.00
	1XTP-MKJK-7FLW	CELL PHONE ACCESSORIES	\$31.43
	1FWX-R9YH-GYCN	DISPATCH EQUIPMENT AND PD SUPPLIES	\$89.77
	1F64-PKDJ-TJ9X	MAINTENANCE 333 WARWICK	\$138.96
	1YDD-4R9T-YQ1G	MONITORS AND MOUNTING	\$735.90
	1FWX-R9YH-GT63	OFFICE SUPPLIES	\$6.99
	Vendor Total:		\$6,351.91
AQUAFIX INC	IN021700	DIG. ADG	\$595.23
	Vendor Total:		\$595.23

ATLAS BOBCAT INC	K45694	WRF BOBCAT REPAIRS	\$1,050.00
		Vendor Total:	\$1,050.00
AXON ENTERPRISES INC	INUS410236	2ND INSTALLMENT - TASERS	\$11,332.71
	INUS409816	TASER ASSURANCE PLAN	\$23,597.11
	INUS411952	TASER HOLSTERS	\$320.12
		Vendor Total:	\$35,249.94
BACKFLOW SOLUTIONS INC	11017	RPZ SURVEY WEB PORTAL	\$600.00
		Vendor Total:	\$600.00
BADE PAPER PRODUCTS INC	108611	MULTIFOLD TOWELS	\$172.47
	109050	PAPER PRODUCTS	\$168.01
		Vendor Total:	\$340.48
BADGER METER INC	80222522	METER READING FEES	\$2,147.36
		Vendor Total:	\$2,147.36
BASEMENT FLOOD PROTECTOR INC	GDFW-25-12/6780	1340 ELMWOOD AVE/DEPOSIT REFUND	\$500.00
		Vendor Total:	\$500.00
BASS, KIM	01092026	1210 HAZEL AVE - REIMBURSEMENT	\$3,230.50
		Vendor Total:	\$3,230.50
BRANIFF COMMUNICATIONS INC	0036390	ANNUAL MAINTENANCE AGREEMENT	\$3,280.00
		Vendor Total:	\$3,280.00
BREX SOLUTIONS INC	65851	TAXI SUBSIDY PROGRAM	\$665.00
		Vendor Total:	\$665.00
CIVIA INC.	INV-0118	GOV AI SUBSCRIPTION	\$14,950.00
		Vendor Total:	\$14,950.00
CIVILTECH ENGINEERING INC	3908-03.02-12	HAZEL AVENUE RECONSTRUCTION PROJECT - PHASE III	\$65,277.92
		Vendor Total:	\$65,277.92
COMCAST	260304844	FIBER INTERNET SRVC: 12/21/25 – 01/31/26	\$2,080.31
	0517878-122325	WRF INTERNET SRVC: 12/27/25 - 01/26/26	\$314.24
		Vendor Total:	\$2,394.55
CONSTELLATION NEWENERGY INC	0954407596-122625	A/C 0954407596 10/27/25 THRU 11/24/25	\$2,577.12
	0954407596-122925	A/C 0954407596 11/24/25 THRU 12/26/25	\$3,237.73

CONSTELLATION NEWENERGY INC	1525986889-122425	A/C 1525986889 11/22/25 THRU 12/23/25	\$2,733.83
	3932722831-01/02/26	A/C 3932722831 11/24/25 THRU 12/26/25	\$2,829.60
	3982158955-122925	A/C 3982158955 11/24/25 THRU 12/26/25	\$5,954.50
	4814368098-010226	A/C 4814368098 11/22/25 THRU 12/23/25	\$4,391.90
	6595732910-122925	A/C 6595732910 11/24/25 THRU 12/26/25	\$1,050.18
	8017052837-122425	A/C 8017052837 11/22/25 THRU 12/23/25	\$32,875.75
	8151203974-122425	A/C 8151203974 11/22/25 THRU 12/23/25	\$229.80
	8823451142-122425	A/C 8823451142 11/22/25 THRU 12/23/25	\$245.97
Vendor Total:			\$56,126.38
CONTINENTAL WEATHER SERVICE	196852	WEATHER FORECASTING - JAN 2026	\$150.00
	Vendor Total:		\$150.00
COPP, KARA	36026	EAP BENEFIT REIMB: V2310 / DEC 2025	\$280.00
	13400 - V2504	EAP BENEFIT REIMB: V2504 / DEC 2025	\$125.00
	Vendor Total:		\$405.00
CORE & MAIN LP	Y305981	8 INCH COUPLINGS	\$221.08
	Vendor Total:		\$221.08
CORRPRO COMPANIES, INC.	815387	ELEVATED TANK INSPECTION	\$650.00
	Vendor Total:		\$650.00
CPS COMPANIES/CHICAGO PARTS & SOUND	40V0092460	C12	\$79.66
	Vendor Total:		\$79.66
CRAFTWOOD LUMBER CO	335666	MAILBOX & POST	\$347.49
	Vendor Total:		\$347.49
CRITICAL REACH, INC	4493	ANNUAL SUPPORT	\$710.00
	Vendor Total:		\$710.00
CURREN, QUINN	122925	APPAREL REIMB	\$443.63
	Vendor Total:		\$443.63
CUTLER HARDWARE/WORKWARE	PS-INV056936	APPAREL - CERNA	\$384.92
	PS-INV057037	APPAREL - GRAHAM	\$207.86
	PS-INV057110	APPAREL - KONKE	\$84.68
	PS-INV056934	APPAREL - PUBLIC WORKS	\$929.02
	PS-INV057010	APPAREL - UGLINICA	\$183.52

CUTLER HARDWARE/WORKWARE	PS-INV056725	APPAREL - VEGA	\$600.00
	PS-INV056935	APPAREL - VOLE	\$63.98
	PS-INV056727	CALISTRI - APPAREL	\$412.63
	PS-INV056759	FEJES - APPAREL	\$141.27
	PS-INV056729	MICEK - APPAREL	\$148.58
	PS-INV056730	ROMAN - APPAREL	\$515.70
	PS-INV056731	VOLE - APPAREL	\$460.77
	PS-INV056726	WNEK - APPAREL	\$113.48
	Vendor Total:		\$4,246.41
CWKK CRIMEDEX	57A8E2F4-0005	ANNUAL SUBSCRIPTION	\$79.00
	Vendor Total:		\$79.00
DATAPROSE LLC	DP2506732	UB STMTS/LATE NOTICES/MAILING INSERTS: DEC 2025	\$1,684.59
	Vendor Total:		\$1,684.59
DAVE'S NORTH SHORE TOWING INC	3576-CREDIT	OVERPAYMENT ON INVOICE #111025	(\$180.00)
	3582	TOWED VEHICLE	\$230.00
	Vendor Total:		\$50.00
DAVID ETERNO	10883	ADJUDICATION HEARING OFFICERS	\$350.00
	Vendor Total:		\$350.00
DEERFIELD PARK DISTRICT	102225	WELLNESS SCREENING EMPLOYEE INCENTIVE	\$1,350.00
	Vendor Total:		\$1,350.00
DEERFIELD PUBLIC LIBRARY	102225	WELLNESS SCREENING EMPLOYEE INCENTIVE	\$350.00
	Vendor Total:		\$350.00
ELEGANT REPAIR INC	687 WAUKEGAN RD	ESCROW DEPOSIT REFUND	\$560.83
	Vendor Total:		\$560.83
ELEVATOR INSPECTION SERVICES	00353535	ELEVATOR INSPECTIONS	\$80.00
	00355292	ELEVATOR INSPECTIONS	\$23.00
	00353534	ELEVATOR INSPECTIONS	\$391.00
	Vendor Total:		\$494.00
ELLIOTT AUTO SUPPLY CO INC	162-223278	STOCK	\$33.78
	62-678425	STOCK	\$135.12
	162-223860	STOCK	\$379.92

ELLIOTT AUTO SUPPLY CO INC	162-224287	STOCK	\$103.83
	Vendor Total:		\$652.65
ENDEAVOR HEALTH OMEGA	237743257-121125	PRE-EMPLOYMENT PHYSICAL	\$463.00
	237743257-121725	PRE-EMPLOYMENT PHYSICAL	\$89.00
	Vendor Total:		\$552.00
FANKE JR, KRIS	12082536167	SHOP TOOLS	\$1,500.00
	Vendor Total:		\$1,500.00
FEDERAL EXPRESS CORP	9-131-13435	POSTAGE FOR EPA SAMPLES	\$762.96
	9-115-25216	SHIPPING	\$166.51
	Vendor Total:		\$929.47
FORTIS GROUND WERKS INC	DPHS-25-179/8630	1525 DARTMOUTH LN/DEPOSIT REFUND	\$200.00
	Vendor Total:		\$200.00
GALLS LLC	033629927	APPAREL: CETNAROWICZ	\$91.48
	033629931	APPAREL: GIL GARCIA	\$332.88
	032557478	APPAREL: HOMER	\$111.94
	033666582	APPAREL: TYUANITIS	\$190.75
	033591222	CREDIT MEMO	(\$100.00)
	033590547	RETURN SHIPPING LABEL	\$7.99
	033374662	SAMPLE APPAREL	\$106.99
	033539905	STOCK APPAREL	\$138.98
	Vendor Total:		\$881.01
GASVODA & ASSOC INC	INV25SVC0898QUT	DFLD RD. METER TROUBLESHOOTING	\$901.70
	Vendor Total:		\$901.70
GENERAL COMMUNICATIONS INC	353209	WATER METER ANTENNA SERVICE CALL	\$275.00
	Vendor Total:		\$275.00
GEN-X GENERATOR	16564010526	GENERATOR MAINTENANCE 333 WARWICK	\$422.00
	Vendor Total:		\$422.00
GEWALT-HAMILTON ASSOCIATES INC	4382.110-12	1101 LAKE COOK RD DEVELOPMENT CONSTRUCTION	\$910.00
	4382.116-7-B	1411-1435 LAKE COOK DEMOLITION	\$966.00
	4382.116-8	1411-1435 LAKE COOK DEMOLITION - OLD WALGREENS SITE	\$11,661.00
	4382.116-7	1411-1435 LAKE COOK DEMOLITION - OLD WALGREENS SITE	\$2,397.00

GEWALT-HAMILTON ASSOCIATES INC	4382.975-3	155 PFINGSTEN - TRAFFIC REVIEW	\$872.20
	4382.115-15	LAKE COOK CROSSING CONSTRUCTION OVERSIGHT	\$1,300.00
	Vendor Total:		\$18,106.20
GOLDSTEIN, SCOTT	A65920/887987	1325 WOODLAND/DEPOSIT REFUND	\$23,641.00
	Vendor Total:		\$23,641.00
GRAINGER INC	9755268092	COFFEE PW/ENG	\$376.59
	9764949559	GASKET MATERIAL	\$87.40
	9753266940	HOOK & PICK SET	\$13.81
	9753053587	HOOK & PICK SET	\$11.04
	9754717198	LIGHT	(\$150.00)
	9751588733	LIGHT BULBS	\$463.68
	9747952316	LIGHTNG CONTACTOR	\$1,241.74
	9761910646	PIPE CEMENT	\$22.64
	Vendor Total:		\$2,066.90
HALOCK SECURITY LABS	INV27876	IT SECURITY PENETRATION TESTING 2025	\$9,600.00
	Vendor Total:		\$9,600.00
HARRISON, CRAIG	DPHS-25-78/7839	1304 LAUREL AVE/DEPOSIT REFUND	\$1,303.38
	Vendor Total:		\$1,303.38
HERC RENTALS INC	36174902-001	WINTER TRUCK RENTAL	\$9,250.00
	Vendor Total:		\$9,250.00
HOME DEPOT CREDIT SERVICES	4526229	DRILL BITS	\$17.70
	8522323	LOCKS/KILZ/CLEANERS	\$123.34
	4025067	LUMBER FOR WATER ROOM CABINETS	\$193.18
	3010309	LUMBER FOR WATER ROOM CABINETS	\$232.51
	9615050	LUMBER FOR WATER ROOM SHELVES	\$67.32
	7060788	LUMBER FOR WATER ROOM SHELVES	\$81.52
	0010027	WOOD FOR WATER ROOM SHELVES	\$440.47
	Vendor Total:		\$1,156.04
HOPE INDUSTRIAL SYSTEMS, INC.	491688	WRF SCADA PANEL MOUNT INDUSTRIAL MONITORS	\$7,371.96
	Vendor Total:		\$7,371.96

IAFCI	03996825	DUES: LORENZ	\$105.00
		Vendor Total:	\$105.00
IAPEM	00583	CONFERENCE FEE: FOSTER	\$595.00
		Vendor Total:	\$595.00
IDLEWOOD ELECTRIC SUPPLY INC	INV266174	OUTLETS FOR HOLIDAY LIGHTS	\$1,210.00
		Vendor Total:	\$1,210.00
ILLINOIS ASSN OF CHIEFS OF POLICE	20918	DUES 2026	\$500.00
		Vendor Total:	\$500.00
ILLINOIS LEAP	MOLL-2026	DUES: MOLL	\$75.00
		Vendor Total:	\$75.00
ILLINOIS SECRETARY OF STATE	VIN15432	TITLE TRANSFER FEE	\$316.00
		Vendor Total:	\$316.00
ILLINOIS SECTION AWWA	200102709	AWWA TRAINING	\$168.00
		Vendor Total:	\$168.00
ILLINOIS STATE POLICE	25-11209/941725	CASE #25-11209/ASSET FORFEITURE	\$1,700.00
		Vendor Total:	\$1,700.00
ILLINOIS TACTICAL OFFICERS ASSOC	11867	TRAINING: KUHLEERS	\$600.00
		Vendor Total:	\$600.00
INVOICE CLOUD	4200-2025_12	ONLINE U/B PORTAL	\$3,929.00
		Vendor Total:	\$3,929.00
ITALIAN KITCHEN	121125	CD HOLIDAY LUNCH	\$323.88
		Vendor Total:	\$323.88
ITOUCH BIOMETRICS LLC	7862	ANNUAL SOFTWARE SUPPORT	\$1,980.00
		Vendor Total:	\$1,980.00
JC LICHT LLC	74503	BLINDS FOR PUBLIC WORKS BUILDING	\$2,794.00
		Vendor Total:	\$2,794.00
JG UNIFORMS, INC	157015	APPAREL: DIAZ	\$9.05
	157380	APPAREL: DIAZ	\$460.00
	157204	APPAREL: FOX	\$2,153.65
	157196	APPAREL: GIL GARCIA	\$144.55

JG UNIFORMS, INC	156977	APPAREL: GONZALEZ	\$131.50
	157206	APPAREL: HEITZ	\$122.00
	157016	APPAREL: KUZNYAK	\$15.00
	156989	APPAREL: LORUSSO	\$215.00
	157177	APPAREL: MATHEWS	\$34.60
	156965	APPAREL: SCHROEDER	\$126.70
	156976	APPAREL: SCHROEDER	\$56.00
	156974	APPAREL: SCHROEDER	\$48.50
	157195	APPAREL: STRICKLAND	\$200.00
	156997	APPAREL: WILSON, K.	\$146.95
	156991	COMMUNICATIONS BADGES	\$1,150.00
	156954	PATCHES	\$247.50
	156951	WINTER KNIT HATS	\$112.00
	Vendor Total:		\$5,373.00
KANKAKEE NURSERY CO	138586	50/50 TREES	\$5,245.00
	138587	50/50 TREES	\$550.00
	Vendor Total:		\$5,795.00
KEENAN, JUSTIN	010926	SPECIAL EVENT SAFETY TRAINING	\$585.00
	Vendor Total:		\$585.00
KEYTH TECHNOLOGIES INC	901611	ANNUAL SUPPORT	\$1,011.24
	903496	BURGLAR ALARM	\$938.04
	Vendor Total:		\$1,949.28
KOROBKIN, BOBBIE	4967476	PASSPORT APP REFUNDS	\$18.00
	Vendor Total:		\$18.00
KOSCO FLAGS & FLAGPOLES LLC	23173	VILLAGE FLAGS	\$990.00
	Vendor Total:		\$990.00
LAB DEVELOPMENT LLC	S2130523.001	6V CHARGER	\$694.47
	S2134237.002	BREAKER - 60 AMP	\$100.00
	S2134237.001	EV CHARGER	\$1,877.10
	S2135719.001	LIGHT BULBS	\$29.12
	S2133148.001	LIGHT BULBS	\$38.34

LAB DEVELOPMENT LLC	S2135102.001	LIGHT FIXTURES	\$125.64
	Vendor Total:		\$2,864.67
LABOR RELATIONS INFORMATION SYSTEM	42133	ANNUAL SUBSCRIPTION	\$175.00
	Vendor Total:		\$175.00
LAKE COUNTY CHIEFS OF POLICE	01230	DUES: BUDNY	\$75.00
	01194	DUES: FRY	\$75.00
	01195	DUES: SLIOZIS	\$75.00
	Vendor Total:		\$225.00
LAKE COUNTY TREASURER	430037401	TRAFFIC SIGNAL MAINT. QTR #3	\$6,362.52
	Vendor Total:		\$6,362.52
LANDSTONE INNOVATIONS INC	DPHS-25-182/9094	1160 LINDEN AVE/DEPOSIT REFUND	\$1,161.00
	Vendor Total:		\$1,161.00
LAW ENFORCEMENT TRAINING LLC	INV-0981	MONTHLY TRAINING	\$2,150.00
	Vendor Total:		\$2,150.00
LECHNER SERVICES	3599642	MATS - TRAIN STATION	\$126.91
	3604227	MATS - TRAIN STATION	\$126.91
	3599643	MATS - WRF	\$40.14
	3604228	MATS - WRF	\$40.14
	3601931	PD FLOOR MATS	\$82.06
	3601932	VH: MATS	\$66.60
	Vendor Total:		\$482.76
LIFESAVERS CONFERENCE INC	52	CONFERENCE FEE: CACHOLA	\$650.00
	Vendor Total:		\$650.00
LITTLE TOMMY'S PLUMBING SHOP	i31112	839 TODD COURT PLUMBING	\$902.00
	i31073	VILLAGE HALL RPZ BACKFLOW TEST	\$740.00
	Vendor Total:		\$1,642.00
LRS HOLDINGS LLC	0006805759	REFUSE SERVICE: DEC 2025	\$121,871.79
	Vendor Total:		\$121,871.79
MC SQUARED ENERGY SERVICES LLC	0073344000-122925	A/C 0073344000 10/24/25 THRU 11/22/25	\$61.46
	0374251222-122925	A/C 0374251222 10/24/25 THRU 11/22/25	\$66.45
	1200151222-122925	A/C 1200151222 10/24/25 THRU 11/22/25	\$39.06

MC SQUARED ENERGY SERVICES LLC	3877615000-122925	A/C 3877615000 10/27/25 THRU 11/24/25	\$362.61
	4146722000-122925	A/C 4146722000 10/24/25 THRU 11/22/25	\$781.71
	4146722000-122925A	A/C 4146722000 10/24/25 THRU 11/22/25	\$343.90
	4495161222-122925	A/C 4495161222 10/24/25 THRU 11/22/25	\$51.84
	5636326000-122925	A/C 5636326000 10/27/25 THRU 11/24/25	\$40.68
	5811087000-122925A	A/C 5811087000 10/24/25 THRU 11/22/25	\$2.34
	5811087000-122925	A/C 5811087000 10/24/25 THRU 11/22/25	\$40.60
	7619462000-122925	A/C 7619462000 10/27/25 THRU 11/24/25	\$167.91
	7970082222-122925	A/C 7970082222 10/27/25 THRU 11/24/25	\$200.02
	9613233333-122925	A/C 9613233333 10/27/25 THRU 11/24/25	\$284.53
	Vendor Total:		\$2,443.11
MENONI & MOCOGNI, INC.	0072063-00	CONCRETE FOR VH GENERATOR	\$1,066.20
	0078090-00	STONE	\$1,507.17
	0078376-00	STONE	\$886.88
	0078455-00	STONE / HAUL OUT	\$1,283.75
	0078016-00	VH LANDSCAPE MATERIALS	\$31.50
	Vendor Total:		\$4,775.50
MID AMERICAN WATER OF WAUCONDA INC	287042W-2	B-BOX LIDS	\$180.00
	287046W-1	B-BOX LIDS	\$180.00
	289207W	REPAIR TAP SLEEVES	\$1,442.00
	289146W	SDR26 PIPE FRAMES & COVERS & COUPLINGS	\$9,619.96
	Vendor Total:		\$11,421.96
MIDWEST TIME RECORDER INC	203067	AOD - DECEMBER 2025	\$347.45
	Vendor Total:		\$347.45
MINDFUL SUPPORT PLLC	011326/V2503/2025	EAP BENEFIT REIMB: V2502 / DEC 2025	\$280.00
	011326/V2503/JAN 26	EAP BENEFIT REIMB: V2503 / JAN 2026	\$140.00
	Vendor Total:		\$420.00
MOSCA DESIGN, INC.	45788	HOLIDAY GARLAND	\$5,080.20
	Vendor Total:		\$5,080.20
MSC INDUSTRIAL SUPPLY CO	8129960002	MATERIALS	\$2,099.75
	8144561001	MATERIALS	\$301.26

MSC INDUSTRIAL SUPPLY CO	8129960003	PLOW BOLTS	\$51.57
	8130788001	WELDING HELMET	\$663.75
	Vendor Total:		\$3,116.33
MUNICIPAL GIS PARTNERS INC	7982	ANNUAL GIS SERVICES CONTRACT	\$8,010.77
	Vendor Total:		\$8,010.77
MURAKAMI, KERRY M.	1242	DT TRAINING FEE	\$1,000.00
	Vendor Total:		\$1,000.00
MURRIN, MICHAEL	DEC2025	PLUMBING INSPECTIONS (46) - DEC 2025	\$3,220.00
	Vendor Total:		\$3,220.00
MUTUAL ACE HARDWARE	663348	MAILBOX REPLACEMENTS	\$180.41
	663355	SUPPLIES	\$181.66
	Vendor Total:		\$362.07
NAKAHARA, DANIEL	776.50	D. NAKAHARA 2026 APA DUES	\$776.50
	Vendor Total:		\$776.50
NEUMANN, JAMES	860386.00	GFOA NO TAX ON OVERTIME WEBINAR	\$110.00
	Vendor Total:		\$110.00
NORTHERN IL POLICE ALARM SYSTEM	15730	LANGUAGE LINE	\$6.60
	15775	LANGUAGE LINE	\$34.50
	Vendor Total:		\$41.10
ODP BUSINESS SOLUTIONS LLC	450225404001	OFFICE SUPPLIES	\$30.38
	452329160001	OFFICE SUPPLIES	\$41.60
	450100257001	OFFICE SUPPLIES	\$29.59
	Vendor Total:		\$101.57
O'LEARY'S CONTRACTORS EQUIPMENT	566072	BOBCAT RENTAL	\$5,556.00
	574326	RENTAL - WINTER	\$5,850.00
	Vendor Total:		\$11,406.00
PASSPORT LABS INC	INV-1057630	MOBILE PARKING - DECEMBER 2025	\$792.25
	Vendor Total:		\$792.25
POMP'S TIRE SERVICE INC	290296016	STOCK	\$297.00
	411204276	STOCK	\$1,490.00
	Vendor Total:		\$1,787.00

PORTER LEE CORP	32710	ANNUAL SOFTWARE SUPPORT	\$1,055.00
		Vendor Total:	\$1,055.00
POWERDMS INC	INV-150537	TRAINING SUBSCRIPTION	\$7,361.12
		Vendor Total:	\$7,361.12
QUILL CORPORATION	47151346	OFFICE SUPPLIES	\$128.14
	46958796	OFFICE SUPPLIES	\$12.26
	46885006	OFFICE SUPPLIES	\$10.00
	47038626	OFFICE SUPPLIES	\$12.74
	47159210	OFFICE SUPPLIES	\$13.90
		Vendor Total:	\$177.04
RED WING BUSINESS ADVANTAGE ACCOUNT	969ST1-3143120	APPAREL - FEJES	\$242.24
		Vendor Total:	\$242.24
RONDOUT SERVICE CENTER LLC	18945	SAFETY LANES	\$176.00
		Vendor Total:	\$176.00
RUSSO POWER EQUIPMENT INC	SPI21340055	STOCK	\$80.99
		Vendor Total:	\$80.99
SAM'S CLUB DIRECT	0295	COFFEE/PLATES/BOWLS/ISSUES/BEVERAGES	\$296.36
	9289A	REMAINING BALANCE ON PREVIOUS INVOICE	\$0.04
		Vendor Total:	\$296.40
SCORPIO EXCAVATING INC	20260033	WATER SYSTEM MAINTENANCE EXCAVATION SPOIL HAUL OUT	\$894.08
		Vendor Total:	\$894.08
SE INC	25-4369	COFFEE SHOP CLEANING	\$143.75
	25-4351	DOWNTOWN SNOW REMOVAL	\$7,030.00
	25-4393	GARBAGE PICK UP	\$900.00
	25-4280	SALT & SNOW REMOVAL	\$865.00
	25-4305	SALT & SNOW REMOVAL	\$180.00
	25-4341	SALT & SNOW REMOVAL	\$745.00
	25-4366	SNOW REMOVAL	\$735.00
	25-4330	SNOW REMOVAL - 1219 CARLISLE	\$50.00
	25-4339	SNOW REMOVAL - 1219 CARLISLE	\$100.00

SE INC	25-4344	SNOW REMOVAL - 1219 CARLISLE	\$200.00
	25-4337	SNOW REMOVAL - 333 WARWICK	\$130.00
	25-4338	SNOW REMOVAL - 333 WARWICK	\$260.00
	25-4329	SNOW REMOVAL - 333 WARWICK	\$520.00
	25-4407	SNOW REMOVAL - TRAIN STATION	\$720.00
	25-4386	SNOW REMOVAL - TRAIN STATION	\$2,165.00
	26-4429	SNOW REMOVAL - TRAIN STATION	\$580.00
	24-4374	VH LANDSCAPE PROTECTION	\$172.50
	Vendor Total:		\$15,496.25
SMRECEK, MARK	01082026	1336 KNOLLWOOD RD - REIMBURSEMENT	\$795.00
	Vendor Total:		\$795.00
SOLENIS LLC	135064336	BIOSOLIDS POLYMER	\$7,694.40
	Vendor Total:		\$7,694.40
STANDARD EQUIPMENT CO	P08113	MT-6	\$113.46
	Vendor Total:		\$113.46
STEINER, CARRIE	28325	EAP BENEFIT REIMB: V2103 / DEC 2025	\$98.00
	28324	EAP BENEFIT REIMB: V2502 / DEC 2025	\$98.00
	Vendor Total:		\$196.00
STEPHANIE DIAZ	090225-121925	REIMB: GAS WHILE AT ACADEMY	\$311.46
	Vendor Total:		\$311.46
STRAND ASSOCIATES INC	0233882	OPS. ASSISTANCE	\$820.11
	Vendor Total:		\$820.11
STREET, KENT & VICKI	123025	REIMB FOR CHGO TRIB SUBSCRIPTION	\$56.00
	Vendor Total:		\$56.00
TECHNOLOGY MANAGEMENT REV FUND	T2609534	COMM SVCS: NOV25	\$344.45
	Vendor Total:		\$344.45
THE MALLORY CO	6323950	GAS MASKS	\$20,149.59
	Vendor Total:		\$20,149.59
THE MCKNIGHT GROUP LLC	010526 - V2002	EAP BENEFIT REIMB: V2002 / DEC 2025	\$294.00
	010526 - V2308	EAP BENEFIT REIMB: V2308 / DEC 2025	\$140.00
	010526 - V2402	EAP BENEFIT REIMB: V2402 / DEC 2025	\$98.00

THE MCKNIGHT GROUP LLC	010526 - V2501	EAP BENEFIT REIMB: V2501 / DEC 2025	\$420.00
		Vendor Total:	\$952.00
TROJAN TECHNOLOGIES CORP.	200/50009235	LAMPS & PARTS	\$5,928.33
		Vendor Total:	\$5,928.33
TYLER TECHNOLOGIES INC / MUNIS	130-161394	E-CITATION PRINTER	\$434.00
	2415	TYLER CONNECT CONFERENCE FEE: PETTORELLI	\$1,249.00
		Vendor Total:	\$1,683.00
UNITED DISPATCH LLC	80536	TAXI SUBSIDY PROGRAM	\$2,825.00
		Vendor Total:	\$2,825.00
URBAN FOREST MANAGEMENT INC	250912	AD HOC TREE INSPEC. 9-2025	\$1,045.00
	251016	AD HOC TREE INSPEC. 10-2025	\$1,733.25
	251017	PARKWAY TREE INSPEC. 10-2025	\$285.00
	250913	PARKWAY TREE INSPEC. 9-2025	\$522.50
		Vendor Total:	\$3,585.75
VEREGY CENTRAL, LLC	122526	PURCHASE AND INSTALLATION OF A SOLAR ARRAY	\$475,485.10
		Vendor Total:	\$475,485.10
VERIZON WIRELESS	6131501910	CELL SRVC / DATA DEVICES: 11/21/25 – 12/20/25	\$1,120.58
	6131501909	MONTHLY CELLULAR TELECOM: 11/21/25 – 12/20/25	\$1,860.55
		Vendor Total:	\$2,981.13
VIKING CHEMICAL CO	191544	FERRIC CHLORIDE	\$10,337.04
		Vendor Total:	\$10,337.04
WALGREEN NATIONAL CORP	011226/rebate	SALES TAX REBATE: OCTOBER 2025	\$100,899.93
		Vendor Total:	\$100,899.93
WATER PRODUCTS CO OF AURORA	0333470	REPAIR SLEEVES	\$1,888.79
	0333489	REPAIR SLEEVES	\$1,487.16
		Vendor Total:	\$3,375.95
WAUSAU EQUIPMENT COMPANY LLC	9796686	SNO-GO PARTS	\$4,789.25
		Vendor Total:	\$4,789.25
WEINTRAUB, ISABELL	123025	REIMB: SWEARING IN TREATS	\$83.21
		Vendor Total:	\$83.21
WEISS, MATT	01092026	REIMBURSEMENT	\$68.73

WEISS, MATT	010926	REIMBURSEMENT	\$70.19
	010826	REIMBURSEMENT	\$48.60
	Vendor Total:		\$187.52
WORLD CLASS ICE SCULPTURE INC	4917	WINTER CELEBRATION ICE SCULPTOR	\$1,600.00
	Vendor Total:		\$1,600.00
Invoices Grand Total		012026 Invoices Total:	\$1,230,898.21

Pre-Paid Checks for Prelist 012026

Vendor Name	Invoice Number	Description	Amount
BURRIS EQUIPMENT CO.	PS1038534-1	MOWING PARTS	\$68.18
		Vendor Total:	\$68.18
RAYBURN, RYAN T	286	BOARD PHOTO	\$525.00
		Vendor Total:	\$525.00
UNITED STATES POSTAL SERVICE	06302025	FAMILY DAYS BROCHURE POSTAGE	\$2,500.00
		Vendor Total:	\$2,500.00
Pre-Paid Checks Grand Total		012026 Pre-Paid Checks Total:	\$3,093.18

Pre-Paid Wire Transactions for Prelist 012026

Vendor Name	Invoice Number	Description	Amount
DEERFIELD POLICE PENSION	POLPEN010926	POLPEN CONTRIBS 01/09/26 PR	\$21,340.73
		Vendor Total:	\$21,340.73
FEDERAL TAXES	PR010926	FICA/MC/FIT 1/9/26 PR	\$132,212.40
		Vendor Total:	\$132,212.40
ICMA	MSQRROTH010926	MSQR ROTH 01/09/26	\$7,352.86
	MSQRREG010926	MSQR 457 REG/ROTH 1/9/26 PR	\$33,096.03
		Vendor Total:	\$40,448.89
ILLINOIS DEPT OF REVENUE	PR010926	SIT 01/09/26 PR	\$24,433.63
		Vendor Total:	\$24,433.63
IPBC	DECEMBER 2025	MEDICAL/DENTAL/LIFE INSURANCE: DECEMBER 2025	\$401,123.60
		Vendor Total:	\$401,123.60
Wire Grand Total		012026 Pre-Paid Wire Transactions Total:	\$619,559.25

Journal Entry Transactions for Prelist 012026

Vendor Name	Description	Amount
DEERFIELD BANK & TRUST	BANK ANALYSIS FEE/1010/DEC 25	\$920.49
	MATRIX CC SERVICES: DEC 25	\$462.23
	OTC CC FEES: DEC 25	\$197.05
	INVOICE CLOUD CC FEES: DEC 25	\$1,732.52
	Vendor Total:	\$3,312.29
NORTHBROOK BANK & TRUST	PASSPORT CC FEES: DEC 25	\$499.07
	Vendor Total:	\$499.07
AUTHORIZE.NET	PASSPORT AUTHNET FEES: DEC 25	\$35.95
	Vendor Total:	\$35.95
US BANK	TRUST FEES/SINK ACCT/DEC 25	\$104.02
	TRUST FEES/VILL ACCT/DEC 25	\$192.29
	Vendor Total:	\$296.31
ILLINOIS NATIONAL BANK	BANK ANALYSIS FEE/1190/DEC 25	\$17.47
	Vendor Total:	\$17.47

012026 Journal Entry Transactions Total: \$4,161.09

To the Finance Director:

The payment of the previously listed accounts has been approved by the Village of Deerfield Board of Trustees at their meeting held on Tuesday, January 20, 2026, and you are hereby authorized to pay them from the appropriate funds.

Treasurer of the Village of Deerfield

REQUEST FOR BOARD ACTION

Agenda Item: 26-17

Subject: Resolution Appointing Justin Keenan, Daniel Van Dusen and David Fitzgerald-Sullivan as Deputy Village Clerks for the Village of Deerfield

Action Requested: Approval

Originated By: Village Manager's Office

Referred To: Mayor and Village Board of Trustees

Summary of Background and Reason for Request

Municipal Code Section 2-53 states, “the President and Board of Trustees may appoint, from time to time, one or more deputy village clerk(s) who, in the absence or unavailability of the Village Clerk, shall perform all of the duties of that office”. Pursuant to that section, staff seek Village Board approval to appoint Justin Keenan, Daniel Van Dusen and David Fitzgerald-Sullivan as Deputy Village Clerks.

Date Referred to Board: January 20, 2026

Action Taken: _____

VILLAGE OF DEERFIELD

RESOLUTION NO. 2026-_____

A RESOLUTION APPOINTING JUSTIN KEENAN, DANIEL VAN DUSEN, AND
DAVID FITZGERALD-SULLIVAN AS DEPUTY VILLAGE CLERKS
FOR THE VILLAGE OF DEERFIELD

WHEREAS, pursuant to Section 2-53 of “Municipal Code of the Village of Deerfield, Illinois”, as amended, (“***Village Code***”), the President and Board of Trustees (“***Village Board***”) is authorized to appoint one or more Deputy Village Clerks for the Village; and

WHEREAS, the Village Board has appointed Justin Keenan, Daniel Van Dusen, and David Fitzgerald-Sullivan as Deputy Village Clerks; and

WHEREAS, the Village Board has determined that the appointment of Justin Keenan, Daniel Van Dusen, and David Fitzgerald-Sullivan as Deputy Village Clerks will serve and be in the best interest of the Village and its residents;

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

SECTION 1: RECITALS. The Village Board hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF APPOINTMENT OF DEPUTY VILLAGE CLERKS. Pursuant to Section 2-53 of the Village Code, the President and Board of Trustees hereby approve the appointment of Justin Keenan, Daniel Van Dusen, and David Fitzgerald-Sullivan as Deputy Village Clerks, commencing on January 21, 2026. The appointment made pursuant to this Section 2 shall be “at-will”.

SECTION 3: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval by the Village Board according to law.

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

ABSTAIN:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO:

Daniel C. Shapiro, Mayor

ATTEST:

Kent S. Street, Village Clerk

REQUEST FOR BOARD ACTION

Agenda Item: 26-09

Subject: Approval of Resolution Authorizing the Village to enter into an Emergency Dispatch
Services Agreement with the Village of Bannockburn

Action Requested: Approval

Originated By: Police Department

Referred To: Village Board of Trustees

Summary of Background and Reason for Request

See attached memo from Chief Slizos with background and reason for request.

Reports and Documents Attached:

Memorandum from Chief Slizos – Dated January 5, 2026

Resolution 2026-09 Approving an Intergovernmental Agreement for the Provision of Emergency Services with the
Village of Bannockburn

Dispatch Services Agreement Between the Village of Deerfield and the Village of Bannockburn

Date Referred to Board: January 20, 2026

Action Taken: _____



DEERFIELD POLICE DEPARTMENT



DATE: January 5, 2026

TO: Kent Street, Village Manager

FROM: Chief John J. Slionis

CC: Deputy Chief Fry, Deputy Chief Brian Budny

SUBJECT: Request for Board Action – Emergency Dispatch Services Agreement with the Village of Bannockburn

On January 20, 2026, at the regularly scheduled meeting of the Mayor and Board of Trustees, the Police Department will be seeking Board approval of a resolution authorizing the Village of Deerfield to enter into an Emergency Dispatch Services Agreement with the Village of Bannockburn.

BACKGROUND

The Village of Deerfield has provided Emergency Dispatch Services for the Village of Bannockburn for in excess of forty years and provides similar services for the Villages of Lincolnshire and Riverwoods. Agreements to provide dispatch services for all communities were approved in 2021 and have now expired. After consult and agreement by all involved parties, the Village of Bannockburn's Village Board approved a 5-year agreement for Deerfield to continue the services of Emergency Dispatch (copy attached).

The agreement, as approved, provides the same or similar services as those previously given and are consistent with those for the other communities. The financial commitment is also commensurate with the other communities. The Police Department is seeking Board approval of the agreement as approved by Bannockburn.

RECOMMENDATION

It is the recommendation of the Police Department that the Mayor and Board of Trustees approve the resolution authorizing the Emergency Dispatch Services Agreement between the Village of Deerfield and Village of Bannockburn.

A handwritten signature of John J. Slionis in black ink.

John J. Slionis
Chief of Police

VILLAGE OF DEERFIELD

RESOLUTION NO. 2026-09

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR
THE PROVISION OF EMERGENCY DISPATCH SERVICES
WITH THE VILLAGE OF BANNOCKBURN

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance, and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the Village of Deerfield operates an emergency dispatch center ("**Dispatch Center**") and provides 9-1-1 call answering and dispatch services to a number of surrounding communities; and

WHEREAS, the Village of Bannockburn ("**Bannockburn**") is seeking to have 9-1-1 call answering and dispatch services performed by Deerfield from the Dispatch Center, on behalf of its Police Department and other ancillary services (collectively the "**Dispatch Services**"); and

WHEREAS, Deerfield anticipates concurrently providing services similar to the Dispatch Services from the Dispatch Center to the Village of Bannockburn and the Village of Lincolnshire; and

WHEREAS, Deerfield and Bannockburn have determined that it is in the best interests of each party and the public health, safety and welfare of persons and property within Deerfield and Bannockburn to enter into an intergovernmental agreement for Deerfield to provide Dispatch Services to Bannockburn ("**Agreement**"); and

WHEREAS, the Village Board has determined that entering into the Agreement with Bannockburn will serve and be in the best interests of the Village and its residents; and

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

SECTION 1: RECITALS. The Village Board hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF AGREEMENT. The Village Board hereby approves the Agreement in substantially the same form as attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement. If the executed copy of the final Agreement is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the Mayor and Board of Trustees, be null and void.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval by a majority of the members of the Board of Trustees.

AYES:

NAYS:

ABSTAIN:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO:

Daniel C. Shapiro, Mayor

ATTEST:

Kent S. Street, Village Clerk

EXHIBIT A
AGREEMENT

**EMERGENCY DISPATCH SERVICES AGREEMENT BETWEEN
THE VILLAGE OF DEERFIELD AND VILLAGE OF BANNOCKBURN**

THIS AGREEMENT is made as of January 20, 2026, by and between the **VILLAGE OF DEERFIELD**, an Illinois home rule municipal corporation ("**Deerfield**") and the **VILLAGE OF BANNOCKBURN**, an Illinois home rule municipal corporation ("**Bannockburn**") (collectively, Deerfield and Bannockburn are the "**Parties**"). In consideration of the mutual promises of the Parties hereto made each to the other and other good and valuable consideration, the Parties hereby agree as follows:

Section 1. Background.

- A. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government such as Deerfield and Bannockburn, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government.
- B. Deerfield and Bannockburn are units of local government.
- C. Deerfield operates an emergency dispatch center, and Bannockburn is seeking to have Deerfield perform emergency dispatch services for Bannockburn's police department and other services as hereinafter described.
- D. Deerfield and Bannockburn have determined that it is in the best interests of each party to this Agreement and the public health, safety and welfare of persons and property within Deerfield and Bannockburn to enter into this Agreement providing that Deerfield shall provide emergency dispatch services to Bannockburn.

Section 2. Provision of Emergency Dispatch Services by Deerfield and Corresponding Obligations of Bannockburn.

- A. Operation of Full Service Emergency Dispatch Center by Deerfield. Deerfield shall continue to operate directly an emergency dispatch center to provide emergency dispatch services to Bannockburn. Services to be provided by Deerfield to Bannockburn (collectively, "**Dispatch Services**") shall include, without limitation, the following, and shall be conducted at a level equal to the overall service level provided to Deerfield's residents and non-resident customers:
 - 1. Provide 24-hour a day answering of all emergency 9-1-1 and police 10-digit emergency telephone calls emanating from within the borders of Bannockburn.
 - 2. Maintain updated telephone lists of Bannockburn staff and employees.
 - 3. Implement and utilize call-out procedures agreed upon and adopted by the Parties for emergencies and non-emergencies.
 - 4. Provide answering of all calls made to the public safety non-emergency 10-digit Police Department telephone number after normal business hours of the Police Department, as

may be designated from time to time by the Chief of the Bannockburn Police Department (typically between 1630 hours and 0800 hours).

5. Provide administrative phone call relief in limited circumstances during normal business hours, when a Bannockburn Record's Clerk is temporarily unavailable.
6. Provide audio and video monitoring of Bannockburn Police Officers during the prisoner booking process at the Bannockburn Police Department.
7. Provide 24-hour a day emergency dispatching for all Bannockburn Police Department calls for service and related activities as well as after-hours notification of Bannockburn Public Works as requested by the Bannockburn Police.
8. Maintain and operate radio and computer communications with Bannockburn for all Police Department emergency dispatch calls, utilizing dispatching procedures agreed upon and adopted by the Parties.
9. Maintain daily employee staffing levels sufficient for Deerfield to provide Bannockburn with the Dispatch Services.
10. Perform, in accordance with procedures agreed upon and adopted by the Parties, supervised transfers of 9-1-1 calls for fire or EMS service to Deerfield-Bannockburn Fire Protection District's designated dispatch facility for such calls at no additional cost.
11. Provide general information to and answer questions related to public health and safety issues (i.e. boil orders or street closures) and general information related to Police and other Bannockburn services asked by Bannockburn residents, non-resident customers, and others in accordance with informational materials provided by Bannockburn.
12. Upon request by Bannockburn, provide copies of reports on call volume, LEADS reports, officer time usage, and any other reasonably requested reports routinely maintained by a law enforcement agency.
13. Maintain a call logging and recording system of all telephone calls and, upon written request, provide copies of recorded calls to the Bannockburn Police Department. Deerfield will further provide assistance in timely responding to litigation related discovery involving Bannockburn's emergency calls or properly submitted Freedom of Information Act requests.
14. Conduct, at Bannockburn's request, Bannockburn's required operations pertaining to the Law Enforcement Data System program ("**LEADS**") and the National Crime Information Center program ("**NCIC**"), including, without limitation, any of the following activities:
 - a. Assist and cooperate with all audits of the LEADS and NCIC program files and operations.
 - b. Enter information into LEADS or NCIC as requested by Bannockburn, including, without limitation, warrants and sex offenders.
 - c. Maintain and manage hot files.

- d. Maintain and manage all LEADS and NCIC files.
 - e. Remove from the LEADS and NCIC files information and data that is no longer current or accurate.
 - f. Update and validate, on a regular basis, LEADS and NCIC data and files, with information provided by Bannockburn.
15. Maintain and operate mutual aid Dispatch Services for Bannockburn in accordance with the emergency response plans and programs established by the Northern Illinois Police Alarm System ("**NIPAS**"), the Illinois Law Enforcement Alarm System ("**ILEAS**"), the North Regional Major Crimes Task Force ("**NORTAF**"), the Lake County Major Crime Task Force ("**LCMCTF**"), Illinois Terrorism Task Force ("**ITTF**") and the Major Crash Assistance Team ("**MCAT**"), as well as any other applicable public safety organizations; provided, however, that Deerfield's obligations in this regard are limited to monitoring, dispatching, documenting, and updating of system information, based upon data provided by Bannockburn.
 16. To encourage mutual personnel interactions, direct its emergency dispatch personnel to accompany Bannockburn Police officers on "ride-a-longs" to become familiar with local geography and Bannockburn Police Department procedures. Such "ride-a-longs" may be conducted on no less than an annual basis, at no additional charge to Bannockburn. The Deerfield Police Chief will designate specific dispatch personnel to attend Bannockburn Police Department meetings and other events as mutually agreed upon by the Parties throughout the term of this Agreement.
 17. Utilize, at the request of the Bannockburn Police Department Command Staff, Bannockburn's citizen alert/mass notification software to activate community and/or police department notifications for emergency circumstances only. The Bannockburn Police Department shall provide all scripts for citizen alert calls.
 18. Maintain exclusive control, supervision and direction over Deerfield personnel at all times during the term of this Agreement.
 19. Provide other related services as mutually agreed upon by the Parties.

B. Obligations of Bannockburn. Bannockburn agrees to perform the following in order to enable Deerfield to efficiently and properly fulfill its obligations under this Agreement:

1. Provide timely updated telephone lists, call-out procedures and suggested telephone answering procedures.
2. Provide timely notification of a Bannockburn Police Department employee designated to receive notice in the absence of the Police Chief.
3. Provide informational materials on public safety issues for dissemination to residents of Bannockburn.
4. Provide timely reports and other data needed for Deerfield to comply with LEADS and NCIC requirements.

- C. New Recipients of Dispatch Services. Deerfield may attempt to solicit other municipalities to enter into agreements by which Deerfield may provide emergency dispatch services and Deerfield retains the power, in its sole discretion, to enter into such agreements provided that such additional agreements do not result in the unreasonable diminishment of service to Bannockburn.

Section 3. Determination and Payment of Costs by Bannockburn.

- A. Annual Fee for Dispatch Services. Bannockburn agrees to pay to Deerfield a fee for Dispatch Services, as described in Section 2.A, in the amounts set forth in the attached **Exhibit A ("Annual Fee")**, attached hereto and incorporated by reference herein; the Parties acknowledge and agree that the Annual Fee includes ongoing expenses to upgrade, improve, and enhance the Dispatch Services and the equipment and facilities relating thereto. The provisions of the Local Government Prompt Payment Act 50 ILCS 505/1 shall apply to all payments due hereunder.
- B. Credits upon Termination. In the event that this Agreement is terminated prior to the expiration date set forth in Section 8.A, with the exception of a termination due to a default by Bannockburn, the portion of the Annual Fee corresponding the remainder of the current annual period will be refunded to Bannockburn on a *pro rata* basis. Such refund will be paid by Deerfield to Bannockburn no later than 30 days after the termination of the Agreement.
- C. Additional Expenses. To the extent that this Agreement provides for Bannockburn to bear expenses other than those set forth in **Exhibit A** and relating to the Dispatch Services, such other expenses shall also be due and payable according to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1).
- D. A payment equal to $\frac{1}{4}$ of the Annual Fee shall be paid to Deerfield on a quarterly basis during the term of this Agreement no later than the first day of each quarter to which the payment applies. The initial Bannockburn quarterly payment will be paid within thirty (30) days after commencement of dispatch services ("**Dispatch Services Payment**").

Section 4. Insurance; Indemnification.

- A. Coverage Provided. Deerfield agrees to provide the following insurance coverages for the Dispatch Services:
1. Commercial General Liability;
 2. Business Liability for any equipment used in the provision of the Dispatch Services under this Agreement;
 3. First Party Property;
 4. Workers' Compensation; and
 5. Employers' Liability for employees of Deerfield who perform the Dispatch Services under this Agreement.

Such coverages shall be in amounts no less than what Deerfield maintains for itself in its normal

course of business.

- B. Proof of Coverage by Deerfield. Deerfield agrees to furnish to Bannockburn a certificate of coverage detailing the self-insurance or commercial insurance as provided by its insurer. The certificate shall be delivered to Bannockburn within thirty (30) days after the effective date of this Agreement. All liability coverage carried by Deerfield shall be endorsed to name Bannockburn as an additional insured. All certificates memorializing the coverages set forth in Section 4.A shall express that Bannockburn is an additional insured.
- C. Termination of Coverage. All policies carried by Deerfield shall contain a provision which requires notice of intent to cancel coverage not less than thirty (30) days prior to the effective date thereof. If Deerfield receives notice of its insurer's intent to cancel or modify coverage, as provided by its insurer, or its coverage is terminated for any reason:
1. Deerfield shall promptly notify Bannockburn in writing of receipt of any such notice; and
 2. Deerfield agrees to use reasonable efforts to provide comparable coverage either through membership in a joint risk management association or through commercial insurance carriers.
- D. Coverage by Bannockburn. Bannockburn agrees to provide commercial general liability coverage for their operations as provided herein, and workers compensation coverage and employers' liability for their employees who will perform obligations of Bannockburn under this Agreement, and to provide proof of insurance at Deerfield's request.
- E. Indemnification.
1. Deerfield does hereby indemnify and holds Bannockburn harmless from and against any and all claims which may arise out of the provision of Dispatch Services by Deerfield under this Agreement, except to the extent caused by the negligence or willful and wanton conduct of Bannockburn, as the case may be.
 2. Bannockburn does hereby indemnify and holds Deerfield harmless from and against any and all claims which may arise out of the obligations of Bannockburn under this Agreement, or any obligation related to the provision of police and/or public works services, except to the extent caused by the negligence or willful and wanton conduct of Deerfield.
 3. Nothing expressed in this Agreement is intended to result in the waiver of any defenses or immunities provided by statute or common law. The reciprocal indemnity described herein is solely for the benefit of the Parties hereto and there are no third party beneficiaries intended or created by the Parties' allocation of risk.
- F. Unemployment Insurance Reimbursement. In the event that Deerfield properly terminates this Agreement due to Bannockburn's failure to cure a default pursuant to Section 8.B.2 during the Initial Term of this Agreement, and such action results in the termination of personnel hired by Deerfield to provide the Dispatch Services to Bannockburn ("**Terminated Employees**"), Bannockburn shall reimburse Deerfield for unemployment insurance benefits paid by Deerfield to the Illinois Department of Employment Security for the Terminated Employees no later than thirty days after the Deerfield provides written notice and evidence of its payment of such

benefits. This reimbursement obligation shall not extend beyond the Initial Term of this Agreement.

Section 5. Promotion of Interaction and Communication. The Parties agree that they desire to establish a variety of means to enhance and promote communication and cooperation between Deerfield and Bannockburn. In addition to those matters otherwise addressed in this Agreement, the Parties also wish to establish the following:

- A. Access to Information about Service Delivery. Bannockburn shall have access to Deerfield's records pertaining to the Dispatch Services Deerfield provides Bannockburn. Deerfield will provide such records for the purposes of inspection by any authorized representatives of Bannockburn (during regular business hours, upon reasonable notice), to the same extent as such records are available for inspection by any authorized representatives of Deerfield.
- B. Complaint Procedure. Deerfield shall establish a procedure for responding to complaints concerning the provision of the Dispatch Services. Deerfield agrees to inform Bannockburn, within 48 hours, when specific complaints are brought by Bannockburn residents or its customers, including without limitation the date and time of the call, complainant's contact information, and a description of the complaint. In addition, Deerfield agrees to inform Bannockburn of the actions taken by Deerfield to resolve the complaint.
- B. Regular Meetings. The Parties agree that representatives of each of the Parties shall meet initially to consider the implementation of mutually agreed upon operational rules and procedures for the provision of the Dispatch Services pursuant to this Agreement. The Parties further agree that their representatives shall meet on a regular basis, but no less than once per year, to discuss this Agreement and the Dispatch Services provided pursuant to this Agreement, including without limitation issues relating to the operation of the Dispatch Services and the complaint procedures described in Subsection 5.B of this Agreement.

Section 6. Records. Deerfield shall establish and keep a file and record system for data relative to the Dispatch Services. The Parties shall provide and exchange records in accordance with the provisions and limitations of the Health Insurance Portability and Accountability Act (HIPAA) and any other applicable federal or State laws and regulations, the provisions of which shall supersede any conflicting requirement of this Section. Deerfield will also promptly provide all records that Bannockburn may require to respond to a properly submitted request under the Freedom of Information Act (5 ILCS 140/1 *et seq.*) or litigation related discovery.

Section 7. Dispute Resolution.

- A. Negotiation. The Parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the Parties agree to engage in good faith negotiations to resolve any such dispute. If any party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a party's failure to comply with this Agreement, then that party may serve on the other party written notice, delivered as provided in Section 10 of this Agreement, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The Parties then, within seven (7) days, shall schedule a date certain for representatives of the Parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30-day period (or such longer period to which the Parties may mutually agree), then either party may pursue remedies available under this Agreement, including termination.
- B. Continuation of Services and Payments. During all negotiation proceedings and any subsequent proceedings provided for in this Section 7, Deerfield and Bannockburn shall continue to fulfill the terms of this Agreement to the fullest extent possible. Deerfield shall continue to provide Dispatch Services to Bannockburn as provided by this Agreement. Bannockburn shall continue to make all payments to Deerfield for the Dispatch Services as provided by this Agreement, including all payments about which there may be a dispute.
- C. Remedies. Provided that the Parties have met their obligations under Section 7.A, the Parties shall be entitled to pursue such remedies as may be available in law and equity, including an action to secure the performance of the covenants, agreements, conditions, and obligations contained herein. The Parties agree that any such action must be brought in the Circuit Court of Lake County, Illinois. The requirements of Section 7.A shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety. The non-prevailing party in such a dispute shall pay the reasonable attorney's fees and court costs of the prevailing party.

Section 8. Term; Termination.

- A. Term. The term of this Agreement shall be for five (5) years following the Commencement Date, terminating on December 31, 2030, ("**Initial Term**") or such other date thereafter as the Parties may agree by mutual written agreement. Bannockburn and Deerfield may renew the Agreement for one additional three-year term ("**Renewal Term**") by mutual written agreement no less than one hundred eighty (180) days before the expiration of the Initial Term. The Parties agree to negotiate in good faith on the issue of pricing for the Renewal Term. After the expiration of the Renewal Term, the Parties may agree to extend the Agreement upon such terms and conditions as are mutually agreeable by written agreement.
- B. Termination. This Agreement may be terminated pursuant to one of the following procedures:
1. By written agreement of the Parties duly authorized by the appropriate legislative action of each party; or
 2. In the event of a material default under this Agreement, and provided that the Parties have failed to resolve matters pursuant to the provisions of Section 7, the non-defaulting party may notify the defaulting party in writing setting forth the nature of the material

default and the requested remedy of such material default. The defaulting party shall thereafter have ten (10) days to correct the material default prior to the non-defaulting party's terminating this Agreement; provided that said 10-day period shall be extended, for a reasonable time not exceeding ninety (90) days, if said default cannot reasonably be cured within said 10-day period. If a defaulting party fails to cure the material default within the cure period provided in this Section, the non-defaulting party shall have the right to terminate this Agreement by written notice of termination to the defaulting party, which termination will be effective immediately (or by such other date, not beyond the term of this Agreement, as the non-defaulting party may determine). A party that terminates this Agreement pursuant to this Section 8.B.2 shall retain its rights to pursue any and all other remedies that may be available, either in law or in equity under this Agreement; or

3. In the event Deerfield merges its dispatch services with any other dispatch center during the term of this Agreement, Deerfield shall notify Bannockburn not less than 180 days prior to the date of such merger, and at that time, either party may terminate the Agreement; or
4. Either party may cancel this agreement without cause with advance written notice of at least twelve (12) months.

In the event that this Agreement is terminated pursuant to this Section 8, the Parties will cooperate and coordinate efforts to allow Bannockburn to transition its emergency call answering and dispatching to another dispatching facility with no disruptions in service. After termination any transferred equipment shall remain in possession of Deerfield.

Section 9. Miscellaneous.

- A. Unfunded Mandates. The Parties acknowledge that significant changes have occurred in legal requirements of Emergency Dispatch Services over the past decade and are likely to occur in the future. In the event that unfunded mandates arise from legislation or regulations adopted or imposed by the State of Illinois or the federal government of the United States of America which impose dispatch service obligations on Deerfield over and above current obligations, then the Parties agree to negotiate a sharing of the costs incurred to comply with said mandates, and the Parties agree to be responsible for their fair share of said costs. This provision shall not apply to any legislative or administrative actions taken by Deerfield.
- B. Effective Date. This Agreement shall be effective as of the date it is signed by both Parties; provided, however, that Deerfield will not be required to commence provision of the Dispatch Services until the Commencement Date.
- C. Commencement Date. To be mutually agreed upon and set by Bannockburn, upon sixty (60) days advance written notice to Deerfield, after consultation with Deerfield's Police Chief, but in no case shall the Commencement Date occur later than 200 days after the approval and execution of this Agreement by both Parties.

Section 10. General Provisions.

- A. Notice. All notices required or permitted to be given under this Agreement must be given by the Parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 10.A. The address of any Party may be changed by written notice to the other Parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the Parties will be addressed to, and delivered at, the following addresses:

If to Deerfield:

Village of Deerfield
850 Waukegan Road
Deerfield, IL 60015
Attention: Village Manager

with a copy to:

Elrod Friedman LLP
350 N. Clark Street, Second Floor
Chicago, IL 60654
Attention: Benjamin L. Schuster

If to Bannockburn:

Village of Bannockburn
2275 Telegraph Road
Bannockburn, IL 60069
Attention: Village Manager

with a copy to:

Filippini Law Firm
One Rotary Center
1560 Sherman Avenue – Suite 510
Evanston, IL 60201
Attention: Victor P. Filipinni, Jr.

- B. Time of the Essence. Time is of the essence in the performance of this Agreement.
- C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- D. Non-Waiver. No party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of any party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right.
- E. Ownership of Dispatch System. Deerfield will own the entire dispatch system, including the Transferred Equipment.

- F. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing and shall not be unreasonably withheld, conditioned or delayed.
- G. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.
- H. Severability. It is hereby expressed to be the intent of the Parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.
- J. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- K. Exhibits. ***Exhibits A (Payment Schedule) and B (IT Scope of Responsibility)*** attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.
- L. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with applicable law.
- M. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.
- N. Authority to Execute. Each party hereby warrants and represents to the other Parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such party.
- O. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against Deerfield and Bannockburn.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS HEREOF, the Parties hereto have caused this Agreement to be executed and attested to as of the day and year first above written.

VILLAGE OF DEERFIELD

By _____
Mayor

Attest _____
Village Clerk

VILLAGE OF BANNOCKBURN

By _____
Mayor

Attest _____
Village Clerk

EXHIBIT A

PAYMENT SCHEDULE

	Personnel**	Other*	Total Annual Cost
2026	184,113	51,913	236,026
2027	193,318	54,509	247,827
2028	202,983	57,234	260,217
2029	213,134	60,096	273,230
2030	223,791	63,101	286,892

*Other costs will assume a 5% adjustment each year to account for increases to annual contractual obligations and other technology enhancements.

**Personnel costs assume a 5% adjustment each year based on projected annual salary increases and other associated costs including; IMRF, FICA, Medicare, Health Insurance, Dental Insurance, Life Insurance, worker's comp., and apparel.

EXHIBIT B

I.T. Scope of Responsibility - Bannockburn

In support of the Bannockburn Police Department's 911 dispatch service agreement with Deerfield, and the agency's use of related Deerfield-provided or hosted software as required or included to facilitate dispatching and other police services, Deerfield IT shall provide the following:

- Support of the Tyler Enterprise Public Safety software suite, and facilitated access to it.
 - Includes full support of features and functionality as required for Bannockburn to use the components and services include in their base service agreement with Deerfield or otherwise additionally negotiated.
 - Excludes maintenance or entry of Bannockburn data except where required to ensure or maintain functional status of the software.
 - Concierge-style support where Deerfield IT serves as Bannockburn's single point of contact for any and all Tyler Enterprise Public Safety support matters relating to Deerfield's Tyler Enterprise Public Safety implementation.
 - Includes full support of virtual desktops provided for Bannockburn station access to Tyler Enterprise Public Safety software.
 - External agency shall obtain, maintain, and provide to Deerfield the requisite State identifiers as necessary for the agency's use of LEADS/NCIC functionality in Tyler EPS software.
- Support of squad computer (MDT) systems and functionality via exclusive administrative control and management of said devices.
 - Includes hardware troubleshooting and handling of repairs under warranty.
 - Includes operating system and base functions. Includes network connectivity integration but excludes operational status of Bannockburn external cellular modems.
 - Includes support of integration with vehicle dock and antennas, but excludes responsibility for the operational status of those components.
 - Includes all Tyler Enterprise Public Safety suite software.
 - Includes other software in-common with Deerfield.
 - Includes best-effort support of non-standard, Bannockburn -specific, software/service/functionality as agreed upon between both Parties in advance.
 - Includes full support of authentication peripherals (i.e. fingerprint readers) provided by Deerfield as required for login to MDT systems.
- Support of site-to-site VPN connectivity between the Deerfield and Bannockburn police stations, and services carried by the VPN.
 - Full support of the Deerfield end of the VPN connection.
 - Best-effort, consultative support, of the Bannockburn end of the connection.
 - Excludes direct configuration or troubleshooting Bannockburn station network hardware.
 - Excludes Bannockburn station computer hardware or software issues except for software provided by or required by Deerfield for use of provided services.
 - Support of connectivity to the state police through the Deerfield network, as/while allowed by the state and subject to LEADS/CJIS or other policies, but excludes responsibility for the operational status of Bannockburn-side equipment or devices making use of said connection.

- Support of Deerfield dispatch and Bannockburn squad computers' ability to print to Bannockburn station printers, but excludes responsibility for the functional status of Bannockburn printers.
- Support of integration with approved authentication peripherals (i.e. fingerprint readers) for access to Deerfield systems, but excluding responsibility for the operational status of said devices.
- Excludes support or responsibility for external agency's Internet connection and service.
- Support of technology/service relating to non-emergency telephone call answering
 - Includes hosting of dedicated inbound telephone numbers to receive transferred calls from external agency, as agreed upon between agency and Deerfield Dispatch Communications Director.
 - Includes support of Deerfield-side configurations, systems, and hardware necessary to ensure said calls reach dispatch for answering.

Access to and use of Deerfield systems, and the responsibilities and actions of Deerfield IT, shall be governed by the following terms and conditions:

- Deerfield IT shall act first in the best interest of Deerfield and the consolidated dispatch environment.
- Deerfield IT reserves the right to limit or revoke Bannockburn access to, or permissions within, systems, software, and networks as required to protect the operation or security of Deerfield systems or software, in whole or in part, or where otherwise in the best interest of Deerfield and/or its consolidated dispatch environment.
- Deerfield IT shall act in accordance with its interpretation of the current version of the FBI CJIS policy, or as directed by an appropriate authority from the Deerfield Police Department.
- Deerfield IT shall make every attempt to provide sufficient advance notice of any maintenance or outages that may affect Bannockburn's use of Deerfield services or systems and, where possible, will solicit Bannockburn input on scheduling. Notification of certain outages or maintenance activities may be provided directly to dispatch for dissemination to on-duty personnel via available means.
- Deerfield IT shall protect and handle Bannockburn data equally to its own.
- Deerfield shall advise Bannockburn of security or compatibility concerns in regards to versions of Deerfield-required software installed on Bannockburn systems, when known to Deerfield. Deerfield is not responsible or liable for deficiencies or consequences due to Bannockburn use of outdated or vulnerable software on Bannockburn systems.
- Bannockburn shall promptly apply any updates or configurations relating to Deerfield-required software or connectivity installed on Bannockburn systems (computer or network) where deemed critical to operation or security by Deerfield.
- Bannockburn accounts within Deerfield systems are subject to security-related policies as deemed necessary and appropriate by Deerfield IT including, but not limited to, password policies, requirements for advances authentication, and handling of inactive accounts.
- Bannockburn shall facilitate access to its employed or otherwise-contracted IT personnel and any support personnel for agency-specific products that fall within scope of Deerfield IT support. Lack of these contacts or support resources may limit Deerfield's ability to provide support.

- Bannockburn shall notify Deerfield IT promptly of any changes in personnel so that security and access can be adjusted accordingly. Lack of prompt notification may result in delay in provisioning of new users or security implications from terminated users.
- Bannockburn shall exercise a duty of care to ensure Bannockburn systems and networks which access Deerfield resources are secure and properly maintained.
- Bannockburn shall notify Deerfield IT immediately of any security breach of its internal network.
- Bannockburn shall provide formal direction as to who is authorized to approve requests made to Deerfield IT that Deerfield IT determines warrant review or approval.
- Changes by Bannockburn that significantly affect Deerfield Internet bandwidth (or other telecommunications service) use or capacity must be negotiated in advance. Deerfield reserves the right to block or rate-limit traffic that has a negative operational impact on Deerfield or consolidated dispatch operations.
- Changes in the quantities of endpoints supported by Deerfield IT and/or provided to/for Bannockburn by Deerfield must be negotiated.
- Changes in scope of provided and/or supported services, or work outside of scope, must be negotiated.
- Bannockburn shall provide Deerfield IT with reasonable advanced notice for any changes to their operations which shall require implementation on, configuration changes to, or provisioning/re-provisioning of Deerfield-provided systems. Insufficient advanced notice may result in project delays, for which Deerfield will not be held liable. Larger implementations or larger scopes of configuration changes shall require more advance notice to be considered reasonable.

The following terms and conditions shall govern Bannockburn's access to Deerfield IT support:

- Normal business hours are defined as Monday through Friday, 8AM – 4:30PM local time, excluding official Village of Deerfield holidays as defined by Village policy.
- Support for emergency issues of in-scope technology is provided 24x7x365.
- During normal business hours, Bannockburn shall contact Deerfield IT for support using the IT hotline (847-719-7444), or by opening a work order either by using Deerfield's help desk platform from a Deerfield-managed computer or by emailing helpdesk@deerfield.il.us from a Bannockburn-domain email account.
- For emergency issues outside of normal business hours, Bannockburn shall contact Deerfield dispatch who will at their discretion either contact Deerfield IT on behalf of the caller or provide the name and contact number of the on-call person. Contact made directly by Bannockburn to Deerfield IT for emergency issues outside of normal business hours MUST be a phone call (not text or email) to ensure prompt response. Outside of normal business hours, support requests by means other than via the scheduled on-call phone number shall be considered non-emergency in nature.
- For non-emergency issues outside of normal business hours, Bannockburn shall follow the normal business hours procedures with the expectation that response to the request shall begin the next business day.

REQUEST FOR BOARD ACTION

Agenda Item: 26-10

Subject: Approval of Resolution Authorizing the Village to enter into an Emergency Dispatch
Services Agreement with the Village of Riverwoods

Action Requested: Approval

Originated By: Police Department

Referred To: Village Board of Trustees

Summary of Background and Reason for Request

See attached memo from Chief Slizos with background and reason for request.

Reports and Documents Attached:

Memorandum from Chief Slizos – Dated January 5, 2026

Resolution 2026-10 Approving an Intergovernmental Agreement for the Provision of Emergency Services with the
Village of Riverwoods

Dispatch Services Agreement Between the Village of Deerfield and the Village of Riverwoods

Date Referred to Board: January 20, 2026

Action Taken: _____



DEERFIELD POLICE DEPARTMENT



DATE: January 5, 2026

TO: Kent Street, Village Manager

FROM: Chief John J. Sliozis

CC: Deputy Chief Fry, Deputy Chief Brian Budny

SUBJECT: Request for Board Action – Emergency Dispatch Services Agreement with the Village of Riverwoods

On January 20, 2026, at the regularly scheduled meeting of the Mayor and Board of Trustees, the Police Department will be seeking Board approval of a resolution authorizing the Village of Deerfield to enter into an Emergency Dispatch Services Agreement with the Village of Riverwoods.

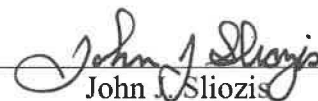
BACKGROUND

The Village of Deerfield has provided Emergency Dispatch Services for the Village of Riverwoods since 2013 and provides similar services for the Villages of Lincolnshire and Bannockburn. Agreements to provide dispatch services for all communities were approved in 2021 and have now expired. After consult and agreement by all involved parties, the Village of Riverwoods's Village Board approved a 5-year agreement for Deerfield to continue the services of Emergency Dispatch (copy attached).

The agreement, as approved, provides the same or similar services as those previously given and are consistent with those for the other communities. The financial commitment is also commensurate with the other communities. The Police Department is seeking Board approval of the agreement as approved by Riverwoods.

RECOMMENDATION

It is the recommendation of the Police Department that the Mayor and Board of Trustees approve the resolution authorizing the Emergency Dispatch Services Agreement between the Village of Deerfield and Village of Riverwoods.


John J. Sliozis
Chief of Police

VILLAGE OF DEERFIELD

RESOLUTION NO. 2026-10

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR
THE PROVISION OF EMERGENCY DISPATCH SERVICES
WITH THE VILLAGE OF RIVERWOODS**

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance, and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the Village of Deerfield operates an emergency dispatch center ("***Dispatch Center***") and provides 9-1-1 call answering and dispatch services to a number of surrounding communities; and

WHEREAS, the Village of Riverwoods ("***Riverwoods***") is seeking to have 9-1-1 call answering and dispatch services performed by Deerfield from the Dispatch Center, on behalf of its Police Department and other ancillary services (collectively the "***Dispatch Services***"); and

WHEREAS, Deerfield anticipates concurrently providing services similar to the Dispatch Services from the Dispatch Center to the Village of Bannockburn and the Village of Lincolnshire; and

WHEREAS, Deerfield and Riverwoods have determined that it is in the best interests of each party and the public health, safety and welfare of persons and property within Deerfield and Riverwoods to enter into an intergovernmental agreement for Deerfield to provide Dispatch Services to Riverwoods ("***Agreement***"); and

WHEREAS, the Village Board has determined that entering into the Agreement with Riverwoods will serve and be in the best interests of the Village and its residents; and

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

SECTION 1: RECITALS. The Village Board hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF AGREEMENT. The Village Board hereby approves the Agreement in substantially the same form as attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement. If the executed copy of the final Agreement is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the Mayor and Board of Trustees, be null and void.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval by a majority of the members of the Board of Trustees.

AYES:

NAYS:

ABSTAIN:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO:

Daniel C. Shapiro, Mayor

ATTEST:

Kent S. Street, Village Clerk

EXHIBIT A
AGREEMENT

EMERGENCY DISPATCH SERVICES AGREEMENT BETWEEN THE VILLAGE OF DEERFIELD AND VILLAGE OF RIVERWOODS

THIS AGREEMENT is made as of January 20, 2026, by and between the **VILLAGE OF DEERFIELD**, an Illinois home rule municipal corporation ("**Deerfield**") and the **VILLAGE OF RIVERWOODS**, an Illinois home rule municipal corporation ("**Riverwoods**"). In consideration of the mutual promises of the parties hereto made each to the other and other good and valuable consideration, Deerfield and Riverwoods hereby agree as follows:

Section 1. Background.

- A. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government such as Deerfield and Riverwoods, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government.
- B. Deerfield and Riverwoods are units of local government.
- C. Deerfield operates an emergency dispatch center, and Riverwoods is seeking to have Deerfield perform emergency dispatch services for Riverwoods's police department and other services as hereinafter described.
- D. Deerfield and Riverwoods have determined that it is in the best interests of each party to this Agreement and the public health, safety and welfare of persons and property within Deerfield and Riverwoods to enter into this Agreement providing that Deerfield shall provide emergency dispatch services to Riverwoods.

Section 2. Provision of Emergency Dispatch Services by Deerfield and Corresponding Obligations of Riverwoods.

- A. Operation of Full Service Emergency Dispatch Center by Deerfield. Deerfield shall continue to operate directly an emergency dispatch center to provide emergency dispatch services to Riverwoods. Services to be provided by Deerfield to Riverwoods (collectively, "**Dispatch Services**") shall include, without limitation, the following, and shall be conducted at a level equal to the overall service level provided to Deerfield's residents and non-resident customers:
 - 1. Provide 24-hour a day answering of all emergency 9-1-1 and police 10-digit emergency telephone calls emanating from within the borders of Riverwoods.
 - 2. Maintain updated telephone lists of Riverwoods staff and employees.
 - 3. Implement and utilize call-out procedures agreed upon and adopted by the parties for emergencies and non-emergencies.
 - 4. Provide answering of all calls made to the public safety non-emergency 10-digit Police Department telephone number after normal business hours of the Police Department, as

may be designated from time to time by the Chief of the Riverwoods Police Department (typically between 1630 hours and 0800 hours).

5. Provide administrative phone call relief in limited circumstances during normal business hours, when a Riverwoods Record's Clerk is temporarily unavailable.
6. Provide audio and video monitoring of Riverwoods Police Officers during the prisoner booking process at the Riverwoods Police Department.
7. Provide 24-hour a day emergency dispatching for all Riverwoods Police Department calls for service and related activities as well as after-hours notification of Riverwoods Public Works as requested by the Riverwoods Police.
8. Maintain and operate radio and computer communications with Riverwoods for all Police Department emergency dispatch calls, utilizing dispatching procedures agreed upon and adopted by the Parties.
9. Maintain daily employee staffing levels sufficient for Deerfield to provide Riverwoods with the Dispatch Services.
10. Perform, in accordance with procedures agreed upon and adopted by the Parties, supervised transfers of 9-1-1 calls for fire or EMS service to the Lincolnshire-Riverwoods Fire Protection District's or the Deerfield-Bannockburn Fire Protection District's designated dispatch facility, depending on the origin of the call, for such calls at no additional cost.
11. Provide general information to and answer questions related to public health and safety issues (i.e. boil orders or street closures) and general information related to Police and other Riverwoods services asked by Riverwoods residents, non-resident customers, and others in accordance with informational materials provided by Riverwoods.
12. Upon request by Riverwoods, provide copies of reports on call volume, LEADS reports, officer time usage, and any other reasonably requested reports routinely maintained by a law enforcement agency.
13. Maintain a call logging and recording system of all telephone calls and, upon written request, provide copies of recorded calls to the Riverwoods Police Department. Deerfield will further provide assistance in timely responding to litigation related discovery involving Riverwoods' emergency calls or properly submitted Freedom of Information Act requests.
14. Conduct, at Riverwoods' request, Riverwoods's required operations pertaining to the Law Enforcement Data System program ("**LEADS**") and the National Crime Information Center program ("**NCIC**"), including, without limitation, any of the following activities:
 - a. Assist and cooperate with all audits of the LEADS and NCIC program files and operations.
 - b. Enter information into LEADS or NCIC as requested by Riverwoods, including without limitation warrants and sex offenders.

- c. Maintain and manage hot files.
 - d. Maintain and manage all LEADS and NCIC files.
 - e. Remove from the LEADS and NCIC files information and data that is no longer current or accurate.
 - f. Update and validate, on a regular basis, LEADS and NCIC data and files, with information provided by Riverwoods.
15. Maintain and operate mutual aid Dispatch Services for Riverwoods in accordance with the emergency response plans and programs established by the Northern Illinois Police Alarm System ("**NIPAS**"), the Illinois Law Enforcement Alarm System ("**ILEAS**"), the North Regional Major Crimes Task Force ("**NORTAF**"), the Lake County Major Crime Task Force ("**LCMCTF**"), Illinois Terrorism Task Force ("**ITTF**") and the Major Crash Assistance Team ("**MCAT**"), as well as any other applicable public safety organizations; provided, however, that Deerfield's obligations in this regard are limited to monitoring, dispatching, documenting, and updating of system information, based upon data provided by Riverwoods.
 16. To encourage mutual personnel interactions, direct its emergency dispatch personnel to accompany Riverwoods Police officers on "ride-a-longs" to become familiar with local geography and Riverwoods Police Department procedures. Such "ride-a-longs" may be conducted on no less than an annual basis, at no additional charge to Riverwoods. The Deerfield Police Chief will designate specific dispatch personnel to attend Riverwoods Police Department meetings and other events as mutually agreed upon by the parties throughout the term of this Agreement.
 17. Utilize, at the request of the Riverwoods Police Department Command Staff, Riverwoods's citizen alert/mass notification software to activate community and/or police department notifications for emergency circumstances only. The Riverwoods Police Department shall provide all scripts for citizen alert calls.
 18. Maintain exclusive control, supervision and direction over Deerfield personnel all times during the term of this Agreement.
 19. Provide other related services as mutually agreed upon by Deerfield and Riverwoods.

B. Obligations of Riverwoods. Riverwoods agrees to perform the following in order to enable Deerfield to efficiently and properly fulfill its obligations under this Agreement:

1. Provide timely updated telephone lists, call-out procedures and suggested telephone answering procedures.
2. Provide timely notification of a Riverwoods Police Department employee designated to receive notice in the absence of the Police Chief.
3. Provide informational materials on public safety issues for dissemination to residents of Riverwoods.

4. Provide timely reports and other data needed for Deerfield to comply with LEADS and NCIC requirements.
- C. New Recipients of Dispatch Services. Deerfield may attempt to solicit other municipalities to enter into agreements by which Deerfield may provide emergency dispatch services and Deerfield retains the power, in its sole discretion, to enter into such agreements provided that such additional agreements do not result in the unreasonable diminishment of service to Riverwoods.

Section 3. Determination and Payment of Costs by Riverwoods.

- A. Annual Fee for Dispatch Services. Riverwoods agrees to pay to Deerfield a fee for Dispatch Services, as described in Section 2.A, in the amounts set forth in the attached **Exhibit A ("Annual Fee")**, attached hereto and incorporated by reference herein; the parties acknowledge and agree that the Annual Fee includes ongoing expenses to upgrade, improve, and enhance the Dispatch Services and the equipment and facilities relating thereto. The provisions of the Local Government Prompt Payment Act 50 ILCS 505/1 shall apply to all payments due hereunder.
- B. Credits upon Termination. In the event that this Agreement is terminated prior to the expiration date set forth in Section 8.A, with the exception of a termination due to a default by Riverwoods, the portion of the Annual Fee corresponding the remainder of the current annual period will be refunded to Riverwoods on a *pro rata* basis. Such refund will be paid by Deerfield to Riverwoods no later than 30 days after the termination of the Agreement.
- C. Additional Expenses. To the extent that this Agreement provides for Riverwoods to bear expenses other than those set forth in **Exhibit A** and relating to the Dispatch Services, such other expenses shall also be due and payable according to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1).
- D. A payment equal to $\frac{1}{4}$ of the Annual Fee shall be paid to Deerfield on a quarterly basis during the term of this Agreement no later than the first day of each quarter to which the payment applies. The initial Riverwoods quarterly payment will be paid within thirty (30) days after commencement of dispatch services ("Dispatch Services Payment").

Section 4. Insurance; Indemnification.

- A. Coverage Provided. Deerfield agrees to provide the following insurance coverages for the Dispatch Services:
 1. Commercial General Liability;
 2. Business Liability for any equipment used in the provision of the Dispatch Services under this Agreement;
 3. First Party Property;
 4. Workers' Compensation; and
 5. Employers' Liability for employees of Deerfield who perform the Dispatch Services under

this Agreement.

Such coverages shall be in amounts no less than what Deerfield maintains for itself in its normal course of business.

- B. Proof of Coverage by Deerfield. Deerfield agrees to furnish to Riverwoods certificate of coverage detailing the self-insurance or commercial insurance as provided by its insurer. The certificate shall be delivered to Riverwoods within thirty (30) days after the effective date of this Agreement. All liability coverage carried by Deerfield shall be endorsed to name Riverwoods as an additional insured. All certificates memorializing the coverages set forth in Section 4.A shall express that Riverwoods is an additional insured.
- C. Termination of Coverage. All policies carried by Deerfield shall contain a provision which requires notice of intent to cancel coverage not less than thirty (30) days prior to the effective date thereof. If Deerfield receives notice of its insurer's intent to cancel or modify coverage, as provided by its insurer, or its coverage is terminated for any reason:
1. Deerfield shall promptly notify Riverwoods in writing of receipt of any such notice; and
 2. Deerfield agrees to use reasonable efforts to provide comparable coverage either through membership in a joint risk management association or through commercial insurance carriers.
- D. Coverage by Riverwoods. Riverwoods agrees to provide commercial general liability coverage for their operations as provided herein, and workers compensation coverage and employers' liability for their employees who will perform obligations of Riverwoods under this Agreement, and to provide proof of insurance at Deerfield's request.
- E. Indemnification.
1. Deerfield does hereby indemnify and holds Riverwoods harmless from and against any and all claims which may arise out of the provision of Dispatch Services by Deerfield under this Agreement, except to the extent caused by the negligence or willful and wanton conduct of Riverwoods, as the case may be.
 2. Riverwoods does hereby indemnify and holds Deerfield harmless from and against any and all claims which may arise out of the obligations of Riverwoods under this Agreement, or any obligation related to the provision of police and/or public works services, except to the extent caused by the negligence or willful and wanton conduct of Deerfield.
 3. Nothing expressed in this Agreement is intended to result in the waiver of any defenses or immunities provided by statute or common law. The reciprocal indemnity described herein is solely for the benefit of the parties hereto and there are no third party beneficiaries intended or created by the parties' allocation of risk.
- F. Unemployment Insurance Reimbursement. In the event that Deerfield properly terminates this Agreement due to Riverwoods' failure to cure a default pursuant to Section 8.B.2 during the Initial Term of this Agreement, and such action results in the termination of personnel hired by Deerfield to provide the Dispatch Services to Riverwoods ("**Terminated Employees**"), Riverwoods shall reimburse Deerfield for unemployment insurance benefits paid by Deerfield to

the Illinois Department of Employment Security for the Terminated Employees no later than thirty days after the Deerfield provides written notice and evidence of its payment of such benefits. This reimbursement obligation shall not extend beyond the Initial Term of this Agreement.

Section 5. Promotion of Interaction and Communication. The parties agree that they desire to establish a variety of means to enhance and promote communication and cooperation between Deerfield and Riverwoods. In addition to those matters otherwise addressed in this Agreement, the parties also wish to establish the following:

- A. Access to Information about Service Delivery. Riverwoods shall have access to Deerfield's records pertaining to the Dispatch Services Deerfield provides Riverwoods. Deerfield will provide such records for the purposes of inspection by any authorized representatives of Riverwoods (during regular business hours, upon reasonable notice), to the same extent as such records are available for inspection by any authorized representatives of Deerfield.
- B. Complaint Procedure. Deerfield shall establish a procedure for responding to complaints concerning the provision of the Dispatch Services. Deerfield agrees to inform Riverwoods, within 48 hours, when specific complaints are brought by Riverwoods residents or its customers, including without limitation the date and time of the call, complainant's contact information, and a description of the complaint. In addition, Deerfield agrees to inform Riverwoods of the actions taken by Deerfield to resolve the complaint.
- B. Regular Meetings. The parties agree that representatives of each of the parties shall meet initially to consider the implementation of mutually agreed upon operational rules and procedures for the provision of the Dispatch Services pursuant to this Agreement. The parties further agree that their representatives shall meet on a regular basis, but no less than once per year, to discuss this Agreement and the Dispatch Services provided pursuant to this Agreement, including without limitation issues relating to the operation of the Dispatch Services and the complaint procedures described in Subsection 5.B of this Agreement.

Section 6. Records. Deerfield shall establish and keep a file and record system for data relative to the Dispatch Services. The parties shall provide and exchange records in accordance with the provisions and limitations of the Health Insurance Portability and Accountability Act (HIPAA) and any other applicable federal or State laws and regulations, the provisions of which shall supersede any conflicting requirement of this Section. Deerfield will also promptly provide all records that Riverwoods may require to respond to a properly submitted request under the Freedom of Information Act (5 ILCS 140/1 *et seq.*) or litigation related discovery.

Section 7. Dispute Resolution.

- A. Negotiation. The parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the parties agree to engage in good faith negotiations to resolve any such dispute. If any party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a party's failure to comply with this Agreement, then that party may serve on the other party written notice, delivered as provided in Section 10 of this Agreement, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The parties then, within seven (7) days, shall schedule a date certain for representatives of the parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30-day period (or such longer period to which the parties may mutually agree), then either party may pursue remedies available under this Agreement, including termination.
- B. Continuation of Services and Payments. During all negotiation proceedings and any subsequent proceedings provided for in this Section 7, Deerfield and Riverwoods shall continue to fulfill the terms of this Agreement to the fullest extent possible. Deerfield shall continue to provide Dispatch Services to Riverwoods as provided by this Agreement. Riverwoods shall continue to make all payments to Deerfield for the Dispatch Services as provided by this Agreement, including all payments about which there may be a dispute.
- C. Remedies. Provided that the parties have met their obligations under Section 7.A, the parties shall be entitled to pursue such remedies as may be available in law and equity, including an action to secure the performance of the covenants, agreements, conditions, and obligations contained herein. The parties agree that any such action must be brought in the Circuit Court of Lake County, Illinois. The requirements of Section 7.A shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety. The non-prevailing party in such a dispute shall pay the reasonable attorney's fees and court costs of the prevailing party.

Section 8. Term; Termination.

- A. Term. The term of this Agreement shall be for five (5) years following the Commencement Date, terminating on December 31, 2030, ("**Initial Term**") or such other date thereafter as the parties may agree by mutual written agreement. Riverwoods and Deerfield may renew the Agreement for one additional three-year term ("**Renewal Term**") by mutual written agreement no less than one hundred eighty (180) days before the expiration of the Initial Term. The parties agree to negotiate in good faith on the issue of pricing for the Renewal Term. After the expiration of the Renewal Term, the parties may agree to extend the Agreement upon such terms and conditions as are mutually agreeable by written agreement.
- B. Termination. This Agreement may be terminated pursuant to one of the following procedures:
1. By written agreement of the parties duly authorized by the appropriate legislative action of each party; or
 2. In the event of a material default under this Agreement, and provided that the parties have failed to resolve matters pursuant to the provisions of Section 7, the non-defaulting party may notify the defaulting party in writing setting forth the nature of the material

default and the requested remedy of such material default. The defaulting party shall thereafter have ten (10) days to correct the material default prior to the non-defaulting party's terminating this Agreement; provided that said 10-day period shall be extended, for a reasonable time not exceeding ninety (90) days, if said default cannot reasonably be cured within said 10-day period. If a defaulting party fails to cure the material default within the cure period provided in this Section, the non-defaulting party shall have the right to terminate this Agreement by written notice of termination to the defaulting party, which termination will be effective immediately (or by such other date, not beyond the term of this Agreement, as the non-defaulting party may determine). A party that terminates this Agreement pursuant to this Section 8.B.2 shall retain its rights to pursue any and all other remedies that may be available, either in law or in equity under this Agreement; or

3. In the event Deerfield merges its dispatch services with any other dispatch center during the term of this Agreement, Deerfield shall notify Riverwoods not less than 180 days prior to the date of such merger, and at that time, either party may terminate the Agreement; or
4. Either party may cancel this agreement without cause with advance written notice of at least twelve (12) months.

In the event that this Agreement is terminated pursuant to this Section 8, the parties will cooperate and coordinate efforts to allow Riverwoods to transition its emergency call answering and dispatching to another dispatching facility with no disruptions in service. After termination any transferred equipment shall remain in possession of Deerfield.

Section 9. Miscellaneous.

- A. Unfunded Mandates. The parties acknowledge that significant changes have occurred in legal requirements of Emergency Dispatch Services over the past decade and are likely to occur in the future. In the event that unfunded mandates arise from legislation or regulations adopted or imposed by the State of Illinois or the federal government of the United States of America which impose dispatch service obligations on Deerfield over and above current obligations, then the parties agree to negotiate a sharing of the costs incurred to comply with said mandates, and the parties agree to be responsible for their fair share of said costs. This provision shall not apply to any legislative or administrative actions taken by Deerfield.
- B. Effective Date. This Agreement shall be effective as of the date it is signed by both parties; provided, however, that Deerfield will not be required to commence provision of the Dispatch Services until the Commencement Date.
- C. Commencement Date. To be mutually agreed upon and set by Riverwoods, upon sixty (60) days advance written notice to Deerfield, after consultation with Deerfield's Police Chief, but in no case shall the Commencement Date occur later than 200 days after the approval and execution of this Agreement by both parties.

Section 10. General Provisions.

- A. Notice. All notices required or permitted to be given under this Agreement must be given by the Parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 10.A. The address of any Party may be changed by written notice to the other Parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the Parties will be addressed to, and delivered at, the following addresses:

If to Deerfield:

Village of Deerfield
850 Waukegan Road
Deerfield, IL 60015
Attention: Village Manager

with a copy to:

Elrod Friedman LLP
350 N. Clark Street, Second Floor
Chicago, IL 60654
Attention: Benjamin L. Schuster

If to Riverwoods:

Village of Riverwoods
300 Portwine Road
Riverwoods, IL 60015
Attention: Village Manager

with a copy to:

Huvard Law Firm
450 Drexel Avenue
Glencoe, IL 60022-2103
Attention: Bruce Huvard

- B. Time of the Essence. Time is of the essence in the performance of this Agreement.
- C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- D. Non-Waiver. No party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of any party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right.
- E. Ownership of Dispatch System. Deerfield will own the entire dispatch system, including the Transferred Equipment.
- F. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval,

acknowledgement, or similar indication of assent shall be in writing and shall not be unreasonably withheld, conditioned or delayed.

- G. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.
- H. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
- J. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- K. Exhibits. ***Exhibits A (Payment Schedule) and B (IT Scope of Responsibility)*** attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.
- L. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with applicable law.
- M. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.
- N. Authority to Execute. Each party hereby warrants and represents to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such party.
- O. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against Deerfield and Riverwoods.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed and attested to as of the day and year first above written.

VILLAGE OF DEERFIELD

By _____
Mayor

Attest _____
Village Clerk

VILLAGE OF RIVERWOODS

By _____
Mayor

Attest _____
Village Clerk

EXHIBIT A
PAYMENT SCHEDULE

	Personnel**	Other*	Total Annual Cost
2026	184,113	51,913	236,026
2027	193,318	54,509	247,827
2028	202,983	57,234	260,217
2029	213,134	60,096	273,230
2030	223,791	63,101	286,892

*Other costs will assume a 5% adjustment each year to account for increases to annual contractual obligations and other technology enhancements.

**Personnel costs assume a 5% adjustment each year based on projected annual salary increases and other associated costs including; IMRF, FICA, Medicare, Health Insurance, Dental Insurance, Life Insurance, worker's comp., and apparel.

EXHIBIT B

I.T. Scope of Responsibility - Riverwoods

In support of the Riverwoods Police Department's 911 dispatch service agreement with Deerfield, and the agency's use of related Deerfield-provided or hosted software as required or included to facilitate dispatching and other police services, Deerfield IT shall provide the following:

- Support of the Tyler Enterprise Public Safety software suite, and facilitated access to it.
 - Includes full support of features and functionality as required for Riverwoods to use the components and services include in their base service agreement with Deerfield or otherwise additionally negotiated.
 - Excludes maintenance or entry of Riverwoods data except where required to ensure or maintain functional status of the software.
 - Concierge-style support where Deerfield IT serves as Riverwoods's single point of contact for any and all Tyler Enterprise Public Safety support matters relating to Deerfield's Tyler Enterprise Public Safety implementation.
 - Includes full support of virtual desktops provided for Riverwoods station access to Tyler Enterprise Public Safety software.
 - External agency shall obtain, maintain, and provide to Deerfield the requisite State identifiers as necessary for the agency's use of LEADS/NCIC functionality in Tyler EPS software.
- Support of squad computer (MDT) systems and functionality via exclusive administrative control and management of said devices.
 - Includes hardware troubleshooting and handling of repairs under warranty.
 - Includes operating system and base functions. Includes network connectivity integration but excludes operational status of Riverwoods external cellular modems.
 - Includes support of integration with vehicle dock and antennas, but excludes responsibility for the operational status of those components.
 - Includes all Tyler Enterprise Public Safety suite software.
 - Includes other software in-common with Deerfield.
 - Includes best-effort support of non-standard, Riverwoods -specific, software/service/functionality as agreed upon between both parties in advance.
 - Includes full support of authentication peripherals (i.e. fingerprint readers) provided by Deerfield as required for login to MDT systems.
- Support of site-to-site VPN connectivity between the Deerfield and Riverwoods police stations, and services carried by the VPN.
 - Full support of the Deerfield end of the VPN connection.
 - Best-effort, consultative support, of the Riverwoods end of the connection.
 - Includes support, configuration, and maintenance of Deerfield-provided and Deerfield-owned equipment at Riverwoods station to terminate site-to-site VPN.
 - Riverwoods is responsible for providing suitable rack space and operating conditions (electrical, temperature, humidity, physical security) for the equipment.
 - Deerfield shall maintain exclusive administrative control of the equipment.
 - Riverwoods shall provide physical access to the equipment by Deerfield as is needed to fulfill Deerfield's support obligations.

- Best-effort consultative support to Riverwoods for Station integration with Deerfield-provided systems and services
 - Excludes direct configuration or troubleshooting of Riverwoods-owned network hardware or computers.
 - Excludes Riverwoods station computer hardware or software issues except for software provided by or required by Deerfield for use of provided services.
 - Support of connectivity to the state police through the Deerfield network, as/while allowed by the state and subject to LEADS/CJIS or other policies, but excludes responsibility for the operational status of Riverwoods -side equipment or devices making use of said connection.
 - Support of Deerfield dispatch and Riverwoods squad computers' ability to print to Riverwoods station printers, but excludes responsibility for the functional status of Riverwoods printers.
 - Support of integration with approved authentication peripherals (i.e. fingerprint readers) for access to Deerfield systems, but excluding responsibility for the operational status of said devices.
 - Excludes support or responsibility for external agency's Internet connection and service.
- Support of technology/service relating to non-emergency telephone call answering
 - Includes hosting of dedicated inbound telephone numbers to receive transferred calls from external agency, as agreed upon between agency and Deerfield Dispatch Communications Director.
 - Includes support of Deerfield-side configurations, systems, and hardware necessary to ensure said calls reach dispatch for answering.

Access to and use of Deerfield systems, and the responsibilities and actions of Deerfield IT, shall be governed by the following terms and conditions:

- Deerfield IT shall act first in the best interest of Deerfield and the consolidated dispatch environment.
- Deerfield IT reserves the right to limit or revoke Riverwoods access to, or permissions within, systems, software, and networks as required to protect the operation or security of Deerfield systems or software, in whole or in part, or where otherwise in the best interest of Deerfield and/or its consolidated dispatch environment.
- Deerfield IT shall act in accordance with its interpretation of the current version of the FBI CJIS policy, or as directed by an appropriate authority from the Deerfield Police Department.
- Deerfield IT shall make every attempt to provide sufficient advance notice of any maintenance or outages that may affect Riverwoods's use of Deerfield services or systems and, where possible, will solicit Riverwoods input on scheduling. Notification of certain outages or maintenance activities may be provided directly to dispatch for dissemination to on-duty personnel via available means.
- Deerfield IT shall protect and handle Riverwoods data equally to its own.
- Deerfield shall advise Riverwoods of security or compatibility concerns in regards to versions of Deerfield-required software installed on Riverwoods systems, when known to Deerfield. Deerfield is not responsible or liable for deficiencies or consequences due to Riverwoods use of outdated or vulnerable software on Riverwoods systems.

- Riverwoods shall promptly apply any updates or configurations relating to Deerfield-required software or connectivity installed on Riverwoods systems (computer or network) where deemed critical to operation or security by Deerfield.
- Riverwoods accounts within Deerfield systems are subject to security-related policies as deemed necessary and appropriate by Deerfield IT including, but not limited to, password policies, requirements for advanced authentication, and handling of inactive accounts.
- Riverwoods shall facilitate access to its employed or otherwise-contracted IT personnel and any support personnel for agency-specific products that fall within scope of Deerfield IT support. Lack of these contacts or support resources may limit Deerfield's ability to provide support.
- Riverwoods shall notify Deerfield IT promptly of any changes in personnel so that security and access can be adjusted accordingly. Lack of prompt notification may result in delay in provisioning of new users or security implications from terminated users.
- Riverwoods shall exercise a duty of care to ensure Riverwoods systems and networks which access Deerfield resources are secure and properly maintained.
- Riverwoods shall notify Deerfield IT immediately of any security breach of its internal network.
- Riverwoods shall provide formal direction as to who is authorized to approve requests made to Deerfield IT that Deerfield IT determines warrant review or approval.
- Changes by Riverwoods that significantly affect Deerfield Internet bandwidth (or other telecommunications service) use or capacity must be negotiated in advance. Deerfield reserves the right to block or rate-limit traffic that has a negative operational impact on Deerfield or consolidated dispatch operations.
- Changes in the quantities of endpoints supported by Deerfield IT and/or provided to/for Riverwoods by Deerfield must be negotiated.
- Changes in scope of provided and/or supported services, or work outside of scope, must be negotiated.
- Riverwoods shall provide Deerfield IT with reasonable advanced notice for any changes to their operations which shall require implementation on, configuration changes to, or provisioning/re-provisioning of Deerfield-provided systems. Insufficient advanced notice may result in project delays, for which Deerfield will not be held liable. Larger implementations or larger scopes of configuration changes shall require more advance notice to be considered reasonable.

The following terms and conditions shall govern Riverwoods's access to Deerfield IT support:

- Normal business hours are defined as Monday through Friday, 8AM – 4:30PM local time, excluding official Village of Deerfield holidays as defined by Village policy.
- Support for emergency issues of in-scope technology is provided 24x7x365.
- During normal business hours, Riverwoods shall contact Deerfield IT for support using the IT hotline (847-719-7444), or by opening a work order either by using Deerfield's help desk platform from a Deerfield-managed computer or by emailing helpdesk@deerfield.il.us from a Riverwoods -domain email account.
- For emergency issues outside of normal business hours, Riverwoods shall contact Deerfield dispatch who will at their discretion either contact Deerfield IT on behalf of the caller or provide the name and contact number of the on-call person. Contact made directly by Riverwoods to Deerfield IT for emergency issues outside of normal business hours MUST be a phone call (not text or email) to ensure prompt response. Outside of normal business hours, support requests by means other than via the scheduled on-call phone number shall be considered non-emergency in nature.

- For non-emergency issues outside of normal business hours, Riverwoods shall follow the normal business hours procedures with the expectation that response to the request shall begin the next business day.

REQUEST FOR BOARD ACTION

Agenda Item: 26-11

Subject: Resolution Approving Pavement Condition Assessment Contract

Action Requested: Adopt Resolution

Originated By: Public Works and Engineering

Referred To: Mayor and Board of Trustees

Summary of Background and Reason for Request

The Department of Public Works and Engineering initiates pavement condition investigations on a regular basis as part of the Capital Improvement Program planning process. One of the methods used in pavement condition investigations is a non-destructive pavement condition survey that is completed every 3 years. The non-destructive technique employs a specially equipped vehicle that drives all streets within the Village. While driving throughout the Village, the vendor captures video, performs structural testing, and utilizes a laser camera array to collect pavement condition data.

Through the use of digital video and the laser camera array, IMS is capable of collecting pavement condition data in the form of roughness index, wheel path rutting, transverse cracking, block cracking, alligator cracking, and texture. The technology that is used removes the subjective nature of collecting pavement data and assigns a number value indicating the pavement condition. When complete, IMS provides condition ratings that are based upon a 0-100 scale, for all Village streets. The department endeavors to obtain an average condition rating of 75 or greater within the next 10 years.

IMS has performed this service for the Village 3 times over the past 10 years, most recently in 2023. They have also provided past services for the Lake County Division of Transportation, IDOT, and several surrounding communities. We have found their customer service to be satisfactory and the final product to be a helpful planning tool.

The Department has budgeted \$60,000 for this expenditure in the FY2026 budget. The Public Works and Engineering Department requests that the Mayor and Board of Trustees waive competitive bidding and approve the resolution awarding the Pavement Condition Assessment Contract to IMS Infrastructure Management Services in the amount of \$53,475.

Reports and Documents Attached:

Resolution

Date Referred to Board: January 20, 2026

Action Taken: _____

VILLAGE OF DEERFIELD

RESOLUTION NO. 2026-_____

**A RESOLUTION WAIVING BIDS AND APPROVING AN AGREEMENT WITH
IMS INFRASTRUCTURE MANAGEMENT SERVICES OF LARGO, FLORIDA FOR
PAVEMENT CONDITION ASSESSMENT SERVICES**

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

WHEREAS, the Village desires to retain a firm to provide engineering services for a pavement condition assessment ("**Services**"); and

WHEREAS, the Village received a proposal from IMS Infrastructure Management Services of Largo, Florida ("**Contractor**") to provide the Services; and

WHEREAS, the Village and Contractor desire to enter into an agreement for the provision of the Services by Contractor ("**Agreement**"); and

WHEREAS, the Mayor and Board of Trustees have determined that waiving competitive bidding and entering into the Agreement with Contractor will serve and be in the best interest of the Village and its residents;

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

SECTION 1: RECITALS. The Village Board hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to its home rule authority, the Village Board hereby waives the advertising and bidding requirements for the approval of the Services.

SECTION 3: APPROVAL OF AGREEMENT. Pursuant to the Village's home rule authority, the Agreement by and between the Village and Contractor is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form and substance acceptable to the Village Manager and the Village Attorney.

SECTION 4: AUTHORIZATION TO EXECUTE AGREEMENT. The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the final Agreement upon receipt by the Village Clerk of at least one original copy of the final Agreement executed by Contractor; provided, however, that if the executed copy of the final Agreement is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the Mayor and Board of Trustees, be null and void.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval by two-thirds of the Board of Trustees, according to law.

AYES:

NAYS:

ABSTAIN:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO:

Daniel C. Shapiro, Mayor

ATTEST:

Kent S. Street, Village Clerk

EXHIBIT A
AGREEMENT



Deerfield

Deerfield, IL – Pavement Survey + FFWD
2026

Fee Proposal

Opportunity ID: 24-05-04794



10630 75th Street
Largo, FL 33777



+1 727-547-0696



www.icc-ims.com



THIS CONTRACT AGREEMENT ("Contract") is entered into on by and between:

International Cybernetics Company, LP (ICC) d/b/a IMS Infrastructure Management Services ("Consultant") with its principal office at 10630 75th Street, Largo, FL 33777, Phone: 727-547-0696 and Deerfield, IL with its principal offices at 465 Elm Street, Deerfield, IL 60015 Phone: 847-317-7245 ("Client"). Consultant and Client may hereinafter be referred to collectively as the "Parties."

RECITALS

WHEREAS, Consultant agrees to fulfill and perform the work as set forth under Scope of Work (**Fee Proposal**), and Client agrees to fulfill its obligations, including providing information required for project setup and compensating the Consultant as set forth under pricing (**Fee Proposal**);

NOW, THEREFORE, the Parties hereto, intending to be legally bound, do hereby agree that the project overview and Pricing below accurately reflect the work to be performed and the price to be paid; and

The Parties accept the standard terms and conditions of sale as described in the attached (Appendix **D**); and

The Parties agree that any modifications to the scope of work or pricing will be agreed to in writing and explicitly acknowledged by both Parties in order to be binding, and

The Parties agree that any agency, current or future, within the same state shall be allowed to participate in this agreement during the life of the contract, even if it is not listed amongst the solicitation participants. While this clause in no way commits an Agency to purchase from Agency's awarded contractor, nor does it guarantee any additional orders will result, it does allow Agencies, at their discretion, to make use of Agency's competitive process (provided said process satisfies their own procurement guidelines) and purchase directly from the awarded contractor. All purchases made by other Agencies shall be understood to be transactions between that Agency and the awarded vendor; the Agency shall not be responsible for any such purchases.

IN WITNESS WHEREOF, this Contract is entered into as of the day and year written above. The Client and Consultant hereby represent and warrant to each other that each of the signers below have the right, power, legal capacity, and authority to enter into and bind the corresponding organization to perform its obligations under this Contract, and that the signature and execution of this Contract has been duly authorized.



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Reference Project Overview for scope of work and fees, a total of \$53,474.80.

International Cybernetics Company, LP
d/b/a IMS Infrastructure Management Services
Date: 10/28/2025

Deerfield, IL
Date: _____

Signed by: John Till
By: _____
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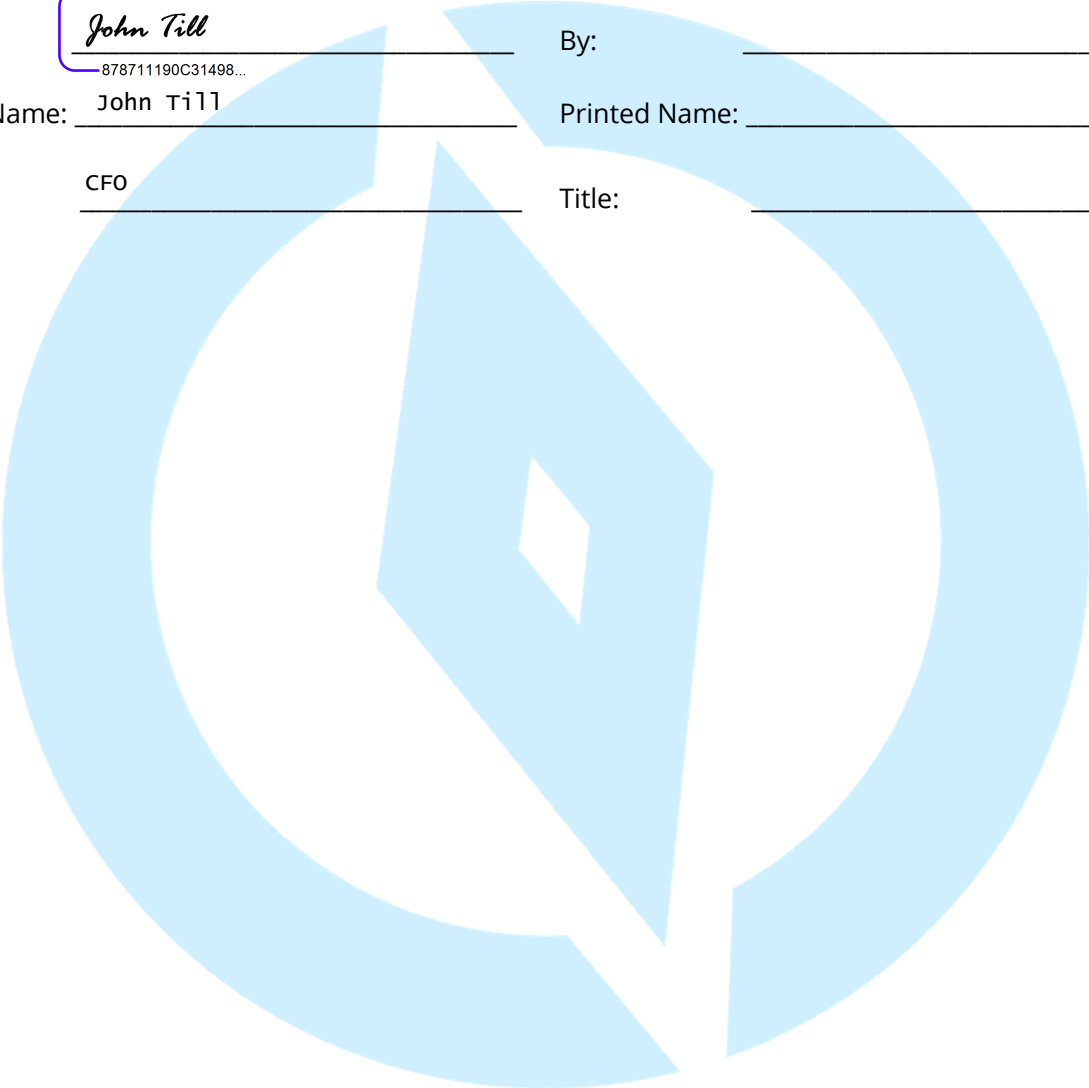
By: _____

Printed Name: John Till

Printed Name: _____

Title: CFO

Title: _____



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10/28/2025

Deerfield

Tyler Dickinson, Assistant Directory of Public Works and Engineering

Email: tdickinson@deerfield.il.us

Phone: 847-719-7463

Re: Deerfield, IL – Pavement Survey + FFWD 2026

Dear Tyler,

IMS Infrastructure Management Services (IMS) is pleased to present this fee proposal and SOW for a roadway pavement condition survey for Deerfield. As an industry leader with five decades of pavement and asset management experience, we enable data-driven decision-making, ensuring that your agency's maintenance and rehabilitation funding results in the highest return on investment.

Our project approach is based on four principles:

- **Starting with the end in mind.** We are committed to understanding your agency's goals and objectives for this project. We work with our clients to meet all project goals and provide high-quality deliverables on time and within budget.
- **Confident, informed decision-making.** Accurate data provides the foundation for pavement management analyses, which identify the most appropriate maintenance or rehabilitation activity for each roadway pavement.
- **Maximizing return on investment.** When you choose IMS, you gain a dedicated partner. Backed by decades of experience, our support results in better outcomes and translates to enhanced funding justification and more strategic allocation of existing funding.
- **Providing smart, end-to-end solutions.** We provide professional services powered by end-to-end software, enabling your agency to review and visualize data confidently and easily.

We look forward to delivering this project successfully. Please do not hesitate to contact me with any additional questions at +1 3307037730 or by email at jparadise@icc-ims.com.

Best Regards,

IMS Infrastructure Management Services

James Paradise, Client Acquisition Manager



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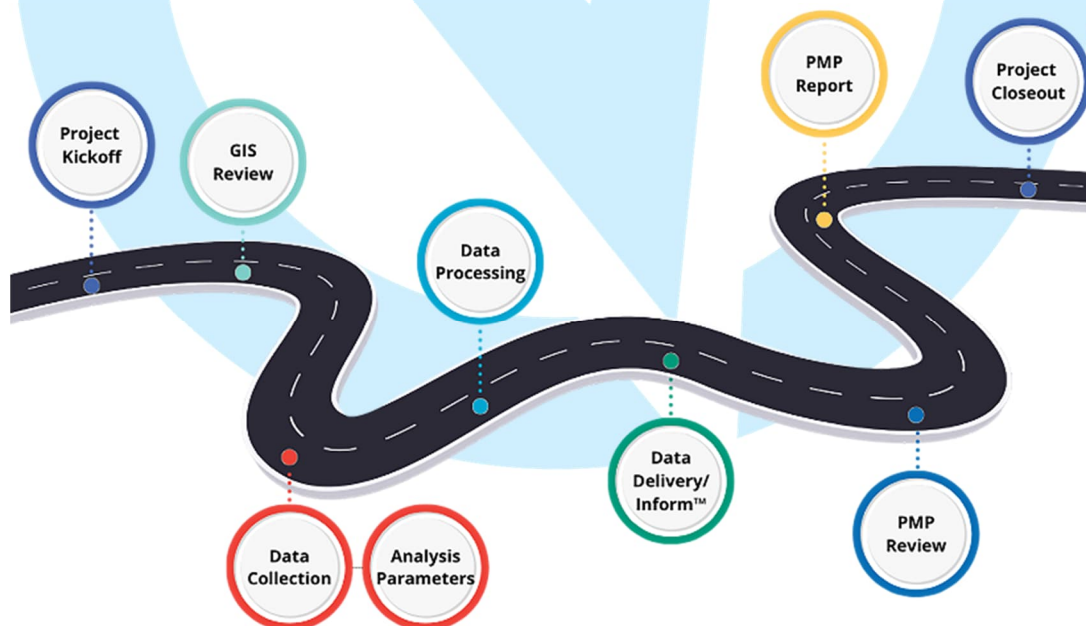
Project Overview

The primary objective of this project is to collect 70 test miles of roadway condition data. To ensure adequate coverage across the roadway network, we survey major roads (typically defined as greater than 3 lanes) in both directions and all remaining roads in one direction. Our project roadmap, shown in the figure below, has evolved over the years and reflects our team's collective experience of successfully delivering thousands of similar projects. *(See Appendix A for more details on each step in our project roadmap.)*

The pavement condition survey will be performed with an IrisPRO Pave™ data collection system. The IrisPRO Pave™ collects georeferenced, high-resolution 3D imagery of the pavement surface, spherical right-of-way imagery, and longitudinal and transverse profile measurements.

Collected data are processed to quantify the type, severity, and quantity of pavement surface distresses, including cracking and rutting. Pavement roughness values are reported following the International Roughness Index (IRI) method. Processed data are delivered in both an Excel spreadsheet and a geodatabase. Roadway imagery is published to our Inform™ online data visualization platform for easy review and reference by agency staff.

Our data collection approach provides 100% coverage of all collected lanes, 100% rating of all pavement (no sampling), and no reliance on field operators/crew to perform manual rating or supplemented with "windshield surveys." This approach meets stringent industry standards (ASTM and AASHTO) and state DOT reporting requirements. We are the only vendor bringing our fifty-year legacy of state DOT pavement condition survey experience, quality, accuracy, and repeatability to municipal agencies.



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Deliverables

01

Roadway Pavement Condition Data

Reported in an Excel spreadsheet and a geodatabase.

02

Easy Street Analysis (ESA) of Roadway Pavements

- Easy Street Analysis (ESA) pavement management spreadsheet
- Customizable prioritization and deferred cost analysis (refer to **ESA Overview** for specified customizations and optional value add enhancements)
- ESA training session (two hours) via Teams

03

Five (5) Year, Network-Level Pavement Management Plan via ESA

04

Inform™ Online Data Viewer

Enables convenient, browser-based viewing of collected data and imagery. *(Note: 90 days of hosting for unlimited agency users is included from the time of implementation **for new/first-time instances only.**)*

05

Additional Value-Added Services

If applicable, based on our discussions with you, this budgetary estimate includes information and pricing on additional value-added services, described in more detail below.



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Deliverables (Structural Testing)

Core deliverable – the expected format you will receive our data in based on requested data processing options

01

Structural Pavement Assessment Data

Reported in an Excel spreadsheet and a geodatabase*

**Unless otherwise specified in fee breakdown (e.g., raw data or other format).*

Deliverable Options – if chosen/applicable, will be distinctly listed as separate line items in the fee schedule

A

Structural Number Effective (SNeff)

Represents the overall current effective structural rating of the pavement

B

Structural Number Required (SNreq)

Represents the *required* structural number based on average daily traffic (ADT) analysis. This requires providing ADT data to us for analysis.

C

Color Coded GIS Map – Based on Structural Index (SI) (PDF)

A color coded map to visually display the structural index based on the results/scoring from collected and processed FastFWD data.

D

Additional Consulting/Customized Reporting

Consulting or customized reporting options are available. We will ensure a scoping meeting has occurred to properly scope and price the deliverable. Any additional consulting or customized deliverables will be represented separately in the fee schedule.



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Fee Proposal

Deerfield, IL – Pavement Survey + FFWD 2026

(Note: The final fee and scope of work depends on confirmation of test miles to be surveyed and analysis and reporting requirements.)

Fee Proposal					
Name	Qty.	Units	Price	Disc.	Total Price
Project Setup and Kickoff	1	Lump Sum	\$3,300.00		\$3,300.00
Project Management	1	Lump Sum	\$2,300.00		\$2,300.00
GIS Review and Survey Extents Verification	1	Centerline Miles	\$2,000.00		\$2,000.00
Mobilization/Calibration	1	Lump Sum	\$2,925.00		\$2,925.00
Field Data Collection - IrisPRO Pave	70	Test Miles	\$115.00		\$8,050.00
Data Processing: Enhanced ASTM D6433 (Including QC/QA) - According to Standard Data Dictionary	1	Test Miles	\$2,275.00		\$2,275.00
Condition Data Delivery (Standard Geodatabase/Tabular Format Only)	1	Lump Sum	\$1,300.00		\$1,300.00
Easy Street Analysis (ESA) Pavement Management Plan/Analysis - Draft	1	Lump Sum	\$7,500.00		\$7,500.00
Draft Pavement Management Report	1	Lump Sum	\$2,400.00		\$2,400.00
Final Pavement Management Report and Analysis Results	1	Lump Sum	\$500.00		\$500.00
Inform - <400 miles - Including Data Hosting	1	Lump Sum	\$2,480.00	100%	\$0.00
Mobilization/Calibration (FFWD)	1	Lump Sum	\$2,925.00		\$2,925.00
Field Data Collection - Fast Falling Weight Deflectometer (FFWD)	70		\$150.00		\$10,500.00
Data Processing: Standard FFWD (Including QC/QA)	70	Test Miles	\$38.57		\$2,699.90
Structural Testing (FWD) Incorporated into ESA Deliverable to Determine Structural Index	70		\$68.57		\$4,799.90
			Total Price:		\$53,474.80



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Company Profile

IMS Infrastructure Management Services – now powered by International Cybernetics Company (ICC) – has revolutionized roadway infrastructure management since 1975. With the 2022 merger of IMS and ICC, the IMS team of infrastructure consultants is now backed by ICC's industry-leading data acquisition technologies. We take pride in having one of the industry's largest fleets of advanced pavement, sidewalk, and right-of-way asset data collection systems.



Over the past five years, we have made a \$5 million investment in enhancing our Unify™ software suite, solidifying our position as an industry leader in providing fully integrated, end-to-end data collection, processing, and visualization tools. Our advanced systems – combined with our rigorous approach to quality control – empower us to generate unparalleled data quality while setting the industry benchmark for the fastest turnaround time. The actions that we have taken over the past five years illustrate our continued commitment to improving data quality while simultaneously reducing data collection costs for our clients.

We offer the following pavement management services:

- Automated and semi-automated pavement condition assessments.
- Non-destructive pavement testing and analysis.
- Pavement management system implementation and training.
- Pavement management plan development and presentation.

In addition to pavement management services, IMS offers complementary services such as:

- Right-of-way asset inventory development using 360-degree imagery and mobile Lidar.
- Sidewalk and Americans with Disabilities (ADA)/PROWAG non-compliance surveys.
- Data visualization services using dashboards, StoryMaps, and web applications built on GIS.

Welcome to the new era of infrastructure management, where consulting services are powered by advanced technologies. ***Together, IMS – now powered by ICC – are paving the way forward!***



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Industry-Leading Technologies

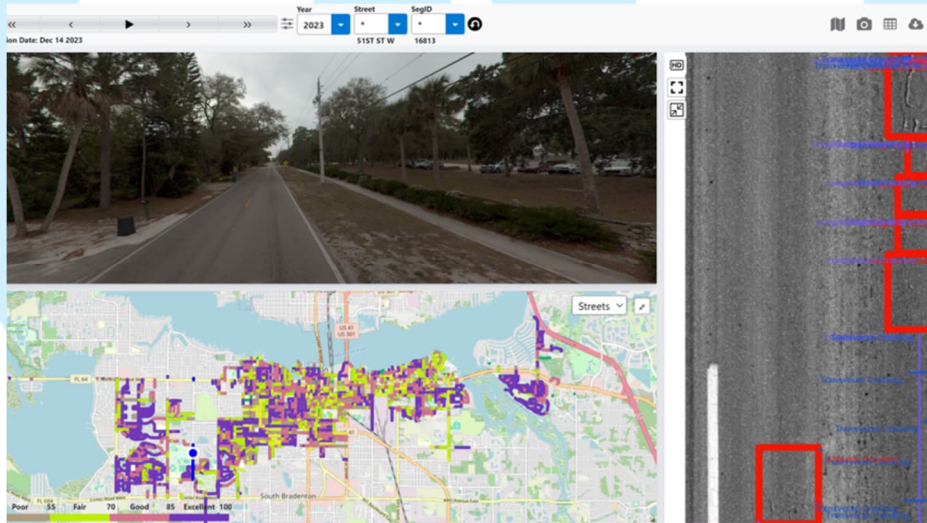
IrisPRO Pave™

The pavement condition survey will be performed using an IrisPRO Pave™ data collection system. The IrisPRO Pave™ is equipped with industry-leading data acquisition technologies, including an inertial profiler, a second-generation Laser Crack Measurement System (LCMS-2), a FLIR Ladybug5+ 30MP 360-degree camera, and an ixBlue A7 or OxTS INS with DGPS.



Inform™ Online Data Viewer

The Inform™ data viewer is an easy-to-use, browser-based, cloud-hosted tool for reviewing pavement condition data and associated imagery. Inform™ presents the data in a map-based environment, enabling agencies to review all collected pavement data, including cracking, rutting, and roughness. The Inform™ viewer is fast, intuitive, and reduces the need for field visits. Inform™ provides color coded roads by condition values like PCI, PSCI, Roughness (IRI), Rutting Index and more. This allows for insights at a glance and effective reporting to decision makers.



"Inform has not only met but also surpassed our expectations. It is quick, exceptionally responsive, requires no IT involvement, and is incredibly user-friendly for individuals of all levels."

– Robert Bush, Program Manager, Arizona DOT



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Fast-Falling Weight Deflectometer (FastFWD)

The FastFWD enables agencies to identify issues in the subgrade, sub-base, and base layers, in addition to the surface layer, providing a comprehensive view of pavement health.

Subsurface distress investigations are a valuable tool to assess the structural health of a roadway. The FastFWD provides several key indices, including:

- Effective Structural Number (S_{Neff})
- Surface Curvature Index (SCI)
- Elastic Modulus (stiffness) of
 - o Subgrade
 - o Sub-base or base
 - o Asphalt or Concrete
- Structural Index (SI)



Fast Falling Weight Deflectometer (FastFWD)

Since obtaining the above indices sometimes require addition inputs such as accurate pavement thickness, IMS has developed a new and proprietary tool called Intelligent Structural Analyzer (**ISA™**). This tool can calculate S_{Neff} without the need for thickness, eliminating the need for GPR testing or Coring. By knowing the S_{Neff}, agencies not only get an accurate estimate of their pavement structural health but also can design the exact pavement thickness required for reconstruction or overlay, down to decimal-level accuracy.

Another use case of structural testing is optimizing pavement management decisions. The matrix below, originally proposed by the Virginia Department of Transportation (VDOT), highlights the importance of combining structural and surface condition assessments, such as PCI or PCR. Relying solely on one metric can lead to suboptimal decisions. For example, if surface conditions are poor (e.g., PCI near 0), a Pavement Management System (PMS) might recommend full reconstruction (RC). However, structural testing may reveal that reconstruction is unnecessary, and corrective maintenance (CM) could suffice. Combining these metrics enables agencies to implement the **right solution, at the right time, in the right location**, delivering on the promise of holistic pavement management.

		Structural Condition Recommendation				
		DN	PM	CM	RM	RC
Surface Condition Recommendation	DN	DN	DN	DN	DN	DN
	PM	PM	PM	DN	DN	DN
	CM	CM	CM	CM	RM	RC
	RM	CM	CM	CM	RM	RC
	RC	CM	CM	RM	RC	RC

DN: Do Nothing

PM: Preventative Maintenance

CM: Corrective Maintenance

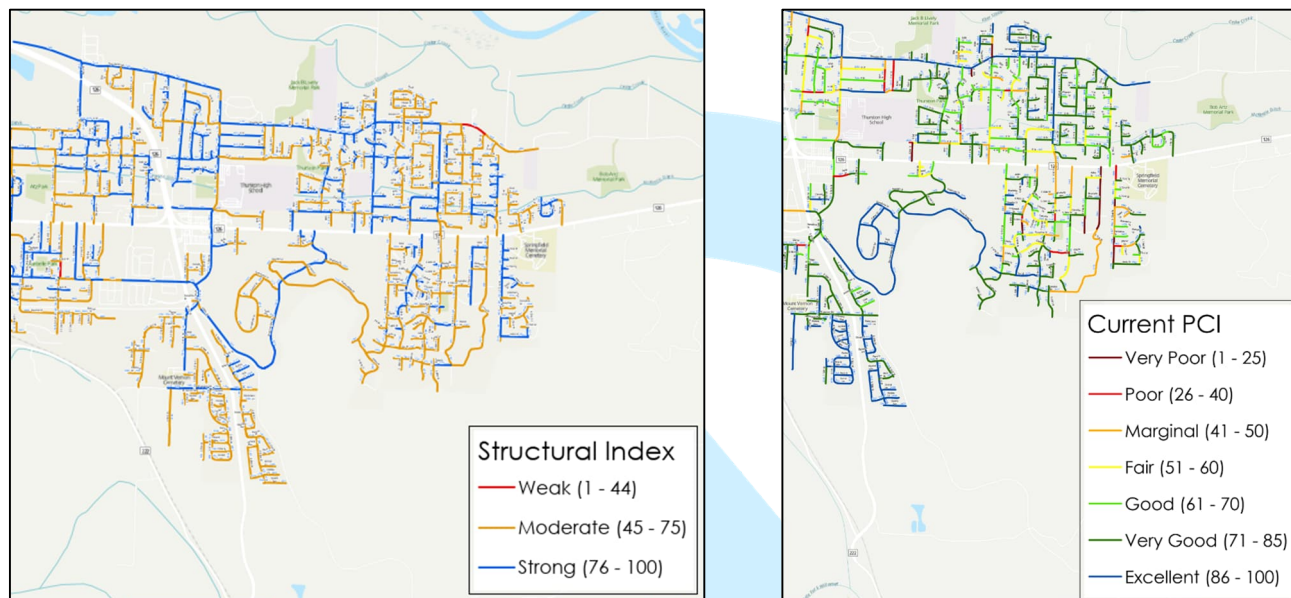
RM: Rehabilitation Maintenance

RC: Reconstruction





An example of the final deliverables is shown below, featuring a map that highlights locations categorized as having Weak, Moderate, or Strong structural condition. By overlaying structural testing results with surface condition data, the map provides a holistic view of the roadway network, as demonstrated below.



Deflection testing is performed using a Fast FWD, in accordance with ASTM D4694-09 (2020) standards for paved roadways. The IMS team can conduct a structural assessment of all designated roadways. Deflection testing is usually completed at least once in each direction in every street segment (every 300 - 500 feet) along the outside lanes of the roadway. A series of geophones records deflection readings for each section of pavement tested. These readings are used to determine the pavement strength, load transfer capabilities, and identify properties of the base and sub-grade.

Upon completion of the deflection survey a structural analysis is performed. FastFWDs apply a known load to the pavement and measure the pavement response to the load. The structural adequacy of a street is expressed as a 0 to 100 score with several key ranges: roadways with a Structural Index greater than 75 are generally deemed to be structurally adequate for the loading and may be treated with lightweight surface treatments or thin overlays; those between 50 and 75 typically reflect streets that require additional pavement thickness; and scores below 50 typically require reconstruction and increased base and pavement thickness.

By using this data-driven approach, maintenance, and rehabilitation efforts are more accurately targeted, enhancing the overall efficiency of your pavement management program.



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Easy Street Analysis (ESA) Overview

Pavement Management Plan and Included Deliverables

ESA integrates the core analysis capabilities of the most powerful pavement management systems within a familiar Microsoft® Excel environment. It is a pavement management tool designed to provide agencies with easy access to pavement condition data and analysis results. It is often used to enhance the use of traditional licensed-based software.

ESA was engineered as a simple solution that eliminates the need for users to become pavement management software experts before they can leverage their survey results. ESA is an interactive spreadsheet that contains deterioration curves, functional classes, pavement types, pavement strength rating, city-specific rehabilitation methods and costs, associated rehab resets, budget information, and other city-specific parameters. Our interactive ESA spreadsheet is fully customizable to the needs of our clients and programmed to develop multi-year M&R plans built around practical prioritization techniques and financial optimization, typically as cost of deferral analyses. Results can be visualized using both ESRI GIS software and Excel-based mapping tools. IMS has deployed ESA successfully on hundreds of government agencies across North America.

ESA offers the following key scenarios for analysis:

- Annual funding required to maintain current pavement conditions.
- Annual funding required to maintain the current network backlog.
- Funding projections needed to achieve and sustain a target PCI over the next five years.
- Funding projections needed to achieve and sustain a target backlog over the next five years.
- Minimum funding level required to avoid falling below control PCI limit.
- Minimum funding level required to avoid falling below control backlog limit.
- Future network performance predictions, including the network average PCI and segment level PCI, if current funding levels remain unchanged over five years.
- Strategic rehabilitation recommendations for pavement treatments based on the current budget.

For the pavement analysis results to be practically useful to the agency, IMS endeavors to work closely with every client agency to select appropriate parameters. The IMS pavement engineer will work with the client to select and define the analysis parameters. These include:

- Analysis period (standard is 5 years)
- Road maintenance budget (one value in \$/YR; can vary over the years)
- Rehab types and unit rates (in \$/SY)
- Completed work (rehab type and rehab date for any work done after survey but before analysis start date), provided in a GIS-compatible format (shapefile, geodatabase, or list of GISIDs)



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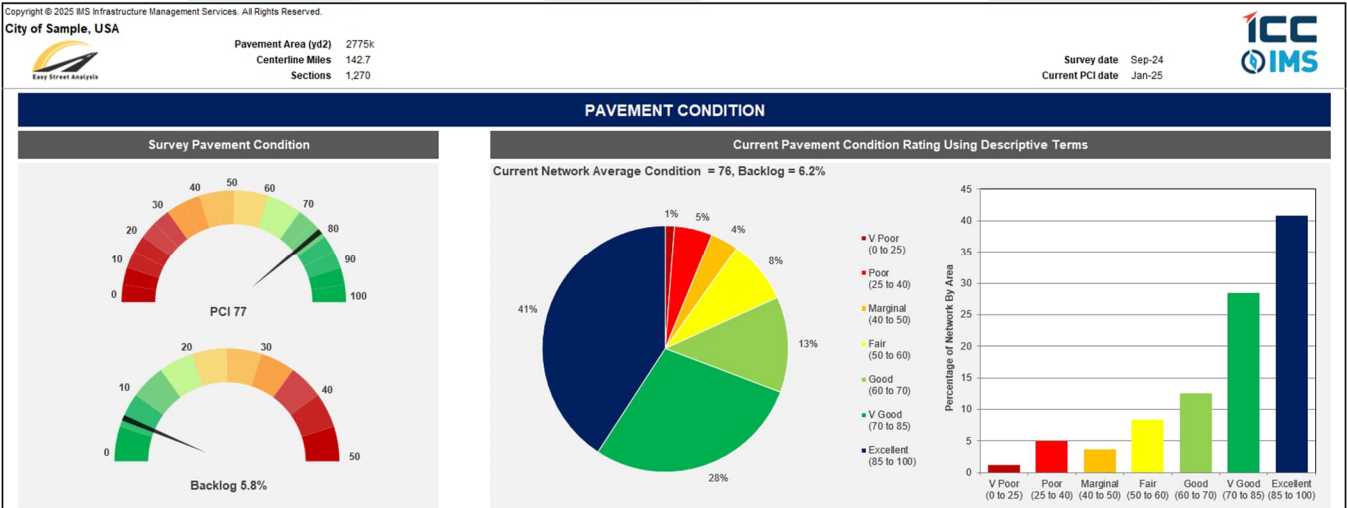
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- Planned work (rehab type and rehab date for any work to be done after analysis start date; e.g., CIP, future work etc.), provided in a GIS-compatible format (shapefile, geodatabase, or list of GISIDs)
- Project groupings by proximity, functional classes, pavement types, and similar conditions (PCI spread of 20 and PCI below 40)
- *If structural testing using the Fast-Falling Weight Deflectometer (FFWD) is involved: traffic data (AADT, %Trucks, and/or ESALs), provided in a GIS-compatible format (shapefile, geodatabase, or list of GISIDs). Default traffic count will be used if requested data is one of the specified formats.

Additional parameters and customizations are possible and can be discussed with the pavement engineer during the analysis initiation. IMS pricing includes up to 2 iterations (back-and-forths) of the analysis. Additional iterations or parameters will incur an additional cost. Also, any analysis parameter inputs such as completed or planned work lists provided in non-GIS or non-digital formats will incur an extra cost.

The following snapshots showcase some of the highlights of ESA:



ESA dashboard, providing overview of network condition. ESA offers a detailed evaluation of the network's PCI, with the ability to breakdown analyses by pavement type, functional classes, and index, delivering valuable insights into the overall network condition. The distribution of network area by pavement type and functional classes is displayed.



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Network Analysis Summary - Five Year Rehab Plan Development

Current PCI Date: 1/1/2025		Annual Budget Increase (%/yr): 0.00		% of Budget Dedicated to Surface Treatments: 0							
Analysis Start Date: 1/1/2025 (MM/DD/YYYY)		Unit Rate Inflation (%/yr): 0.00									
Program Year	Annual Budget (\$)	Calendar Year	Block Count	Annual Expenditure (\$)	Pavement Costs (\$)	Peripheral Concrete Costs (\$)	Miles (mi)	PCI	Backlog (%)	Refresh	
Avg:	1,380,000	1,380	2024	1,270	19,006,510	19,006,510	0	142.7	76		6.2
1	1,380,000	2025	25	1,379,910	1,379,910	0	3.7	76			
2	1,380,000	2026	30	1,379,402	1,379,402	0	3.9	75			
3	1,380,000	2027	20	1,379,960	1,379,960	0	2.6	75			
4	1,380,000	2028	31	1,379,804	1,379,804	0	3.2	74			
5	1,380,000	2029	30	1,379,919	1,379,919	0	3.8	74	4.5		
Totals:			136	6,898,995	6,898,995	0	17.1				




Need Year	Committed Year	Year of First Selection	Segment Rehab Results	Rehab Activity Code	Rehab Activity	Avg Unit Rate (\$/yd2)	Segment Peripheral Concrete Costs (\$)	Segment Pavement Cost (\$)	Segment Total Cost (\$)	Project Cost (\$)	Five Year Post
4	0	0	Fall Thru Yr 4						0	0	79
4	0	4	Selected Yr 4	56	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	0	73,863	73,863	169,302	94
4	0	4	Selected Yr 4	56	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	0	49,880	49,880	169,302	94
4	0	4	Selected Yr 4	56	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Pch	29.00	0	45,559	45,559	169,302	94
6	0	0	Not Selected						0	0	84
1	0	0	Fall Thru Yr 1						0	0	52
3	0	0	Fall Thru Yr 3						0	0	42
3	0	0	Fall Thru Yr 3						0	0	45
3	0	0	Fall Thru Yr 3						0	0	44
4	0	5	Selected Yr 5	30	Edge Mill + Thin Overlay (1.5 - 2.0)	15.25	0	31,293	31,293	258,107	92
4	0	5	Selected Yr 5	30	Edge Mill + Thin Overlay (1.5 - 2.0)	15.25	0	57,813	57,813	258,107	92
4	0	5	Selected Yr 5	30	Edge Mill + Thin Overlay (1.5 - 2.0)	15.25	0	169,001	169,001	258,107	92
3	0	3	Selected Yr 3	50	FWM + Thick Overlay (> 2.0 - 3.0)	27.00	0	41,526	41,526	149,715	91
3	0	3	Selected Yr 3	50	FWM + Thick Overlay (> 2.0 - 3.0)	27.00	0	48,519	48,519	149,715	91
3	0	3	Selected Yr 3	50	FWM + Thick Overlay (> 2.0 - 3.0)	27.00	0	59,670	59,670	149,715	91
2	0	0	Fall Thru Yr 2						0	0	37
2	0	0	Fall Thru Yr 2						0	0	41

ESA has a straightforward design with simplified buttons to allow for agile review of recommended solutions for selected segments. The total budget and annual breakdown of each year of the respective analysis and network-level evolution of PCI and backlog are summarized.



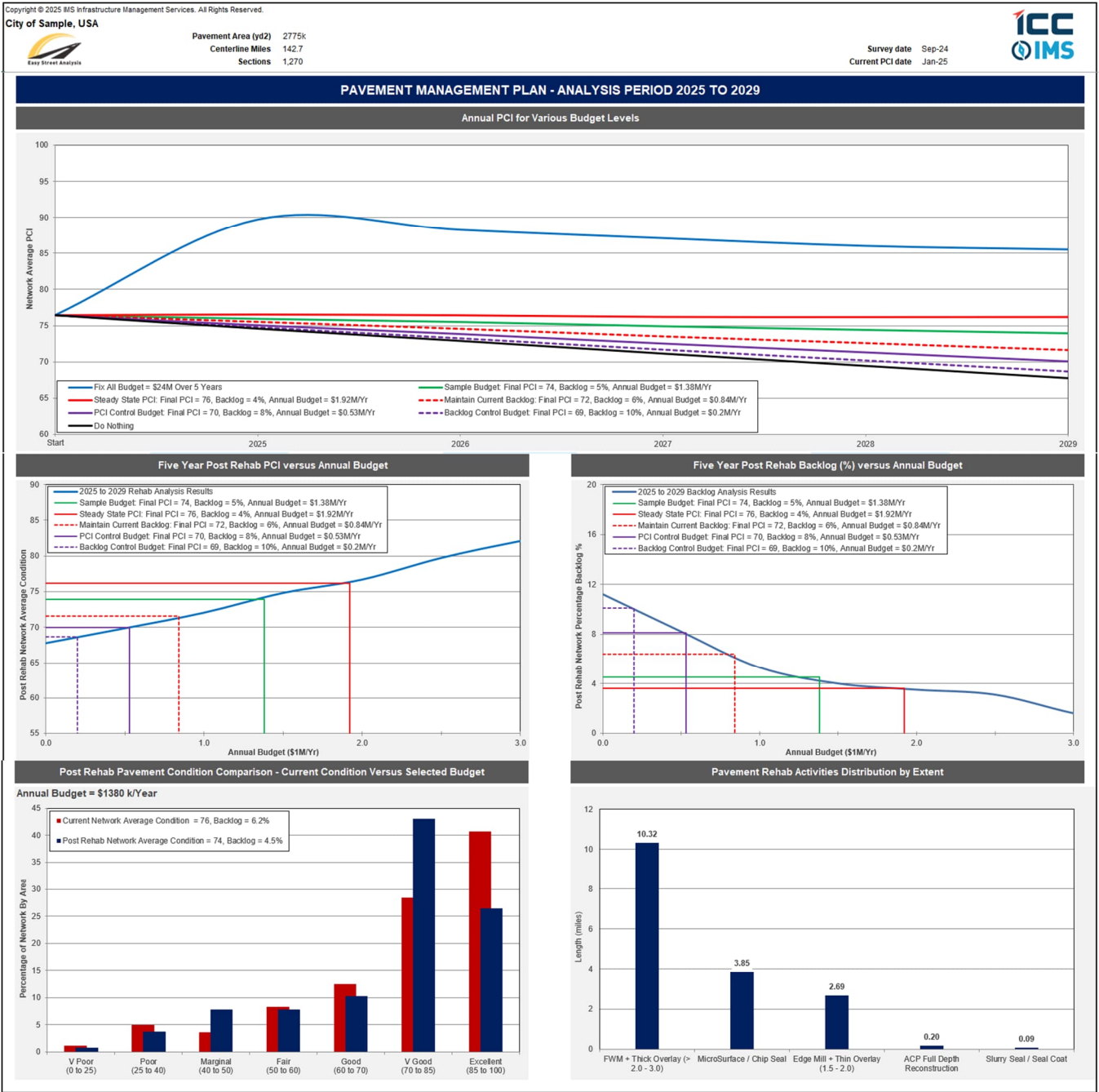
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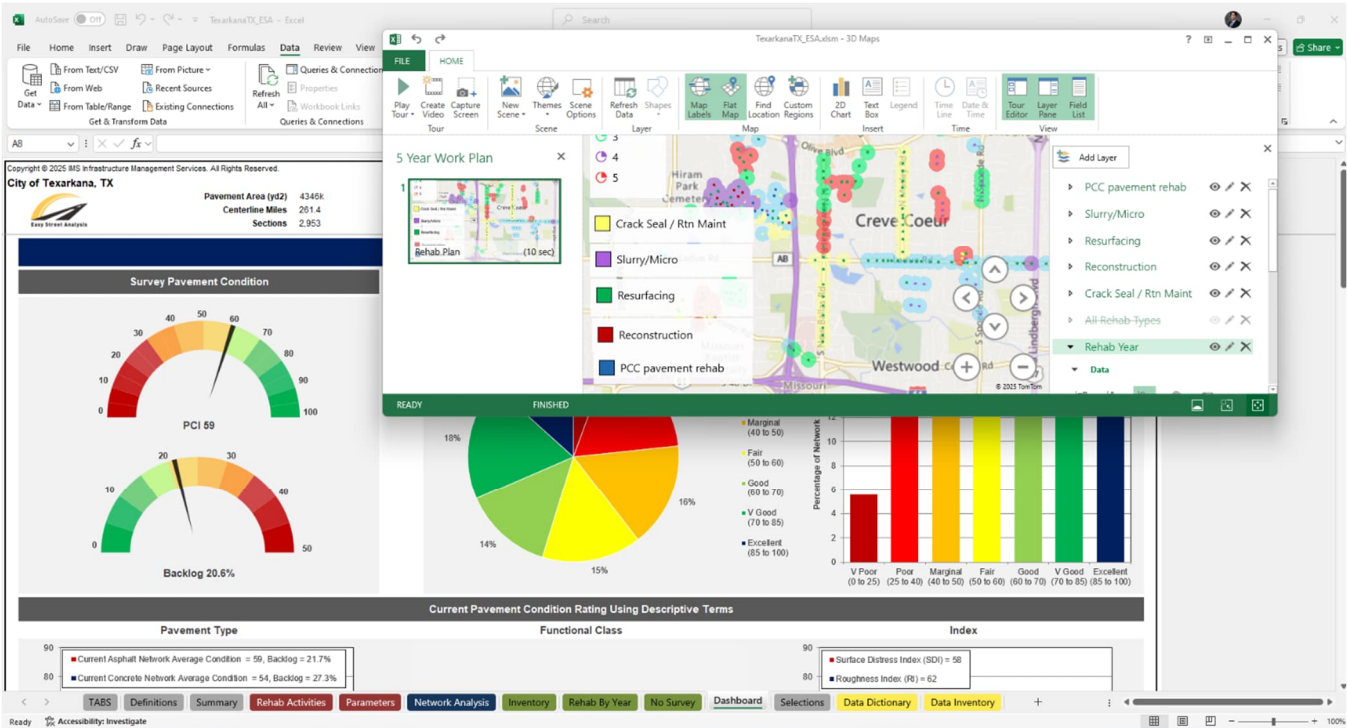
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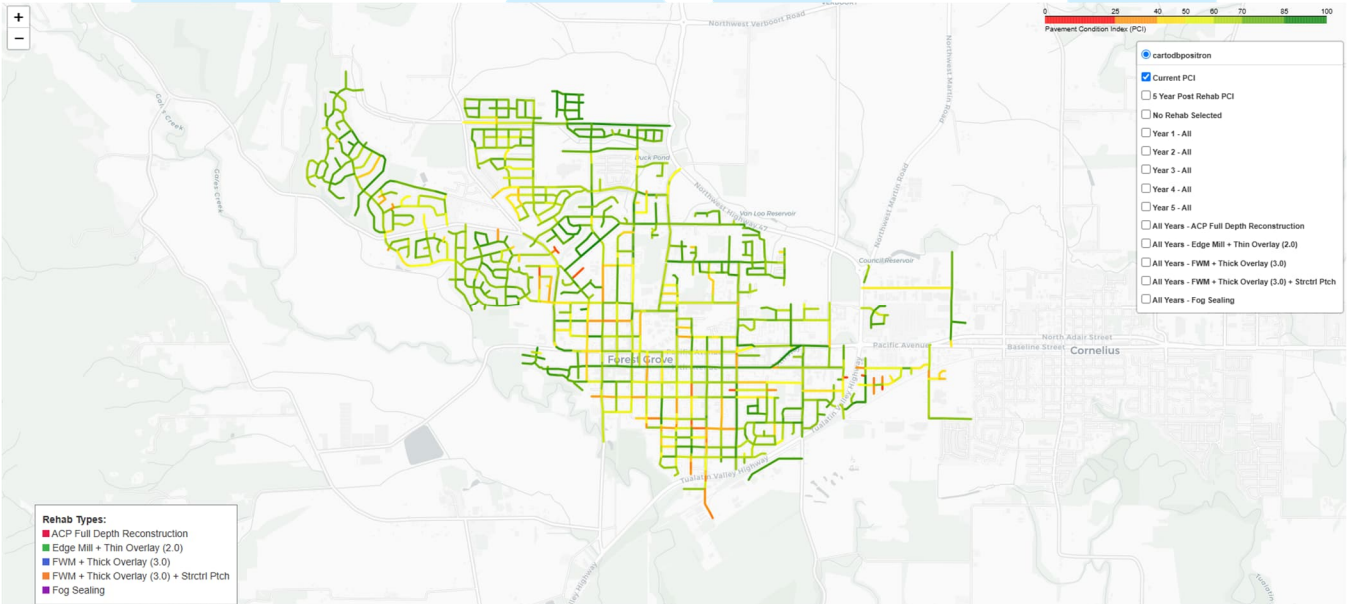
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ESA dashboards, presenting PCI and backlog values after a 5-year analysis is generated under various budget scenarios and summarizing the recommended rehabilitation activities by extent.



ESA contains embedded GIS maps, allowing users to open GIS maps within the Excel interface.



ESA Viewer, provides a map-based view of the pavement condition before and after applying recommended treatments. Various options can be accessed and filtered from this view. Clicking any segment on the map displays detailed information such as GISID, PCI, year, and more.



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Optional Value-Added ESA Enhancements

- Increase analysis period from 5 years to 10 years (ESA fee is multiplied by two (2))
- Additional budget breakdowns, other than one value in \$/YR (*specific scoping required by pavement engineer*)
- Conversion of rehab unit rates to \$/SY (*specific scoping required by pavement engineer*)
- Conversion of completed work (rehab type and rehab date for any work done after survey but before analysis start date) from any format other than a GIS-compatible format (shapefile, geodatabase or list of GISIDs) to an acceptable format for ESA (*specific scoping required by pavement engineer*)
- Conversion of planned work (rehab type and rehab date for any work to be done after analysis start date e.g., CIP, future work etc.), provided in a GIS-compatible format (shapefile, geodatabase, or list of GISIDs) to an acceptable format for ESA (*specific scoping required by pavement engineer*)
- Inclusion of project groupings by any other approach such as groupings by subdivisions, zones, neighborhoods, etc. (*specific scoping required by pavement engineer*)
- Conversion of traffic data for integration of FFWD data into ESA (*specific scoping required by pavement engineer*)
- Client GIS 1-to-1 synchronization with ESA via one of our trusted partners, NewEdge.
- ESA Viewer - Full GIS Map, Allows for Client Updating of Map Scenarios from 5-Year Plan (*Priced as a \$2,000 one-time cost add-on; a lightweight software installation is required that allows for regeneration of maps of your pavement management plan. As part of the core ESA deliverable, a map is generated. ESA Viewer allows for unlimited map refreshing if you make updates to the plan. Allows for viewing in any current web browser.*)



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APPENDIX



Appendix A – Typical Project Roadmap

Step 1: Project Kickoff

The IMS project manager schedules a kickoff meeting with your agency's project team to review the project scope, schedule, and fee. The IMS project manager ensures that the IMS team and agency stakeholders clearly understand the goals and objectives of the project.

Step 2: GIS Linkage and Survey Map Development

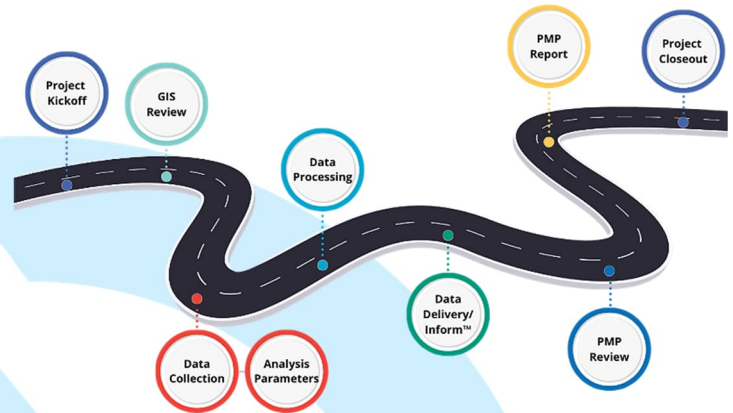
Following the kickoff meeting, IMS' GIS team reviews the agency's roadway network and verifies the roadways to be collected. The agreed-upon roadway network is loaded into ICC Drive™ software, which defines the pavement network segmentation and attribution to be collected and delivered.

Step 3: Data Collection

The pavement condition survey is performed with an ICC IrisPRO Pave™ data collection system. Georeferenced, high-resolution 3D imagery of the pavement surface, spherical right-of-way imagery, and longitudinal and transverse profile measurements are collected.

Step 4: Data Processing

The collected data are processed using ICC Connect™ software to quantify the type, severity, and quantity of pavement surface distresses, including cracking and rutting. Pavement roughness values are reported using the International Roughness Index (IRI) method.



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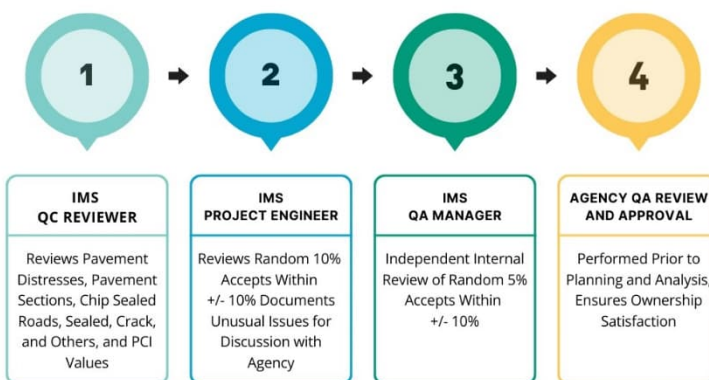


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Step 5: Multi-step QC/QA IMS has developed a unique approach to pavement condition surveys by coupling the power of automated algorithms with manual review of distress data by trained and certified pavement raters. All data is manually reviewed by our QC team, then reviewed by our QA manager, and lastly, submitted to the agency for final review and acceptance. This rigorous QC/QA process provides an added measure of confidence that the pavement condition data is accurate.

Comprehensive Data Quality Management



Step 6: Data Analysis & Reports

- **Comprehensive Analysis**
Our data analysis is thorough and tailored to provide insights that drive decision-making.
- **Detailed Reporting**
We deliver comprehensive reports that are clear, concise, and customized to your reporting standards.

Step 7: Project Closeout

Project deliverables will be sent to you for final approval and acceptance. Once accepted, we will facilitate a final project close-out meeting with you, where we will present our findings and recommendations. This workshop-style meeting is an opportunity to clarify any final questions and discuss other ways IMS can support your pavement management program in the future.



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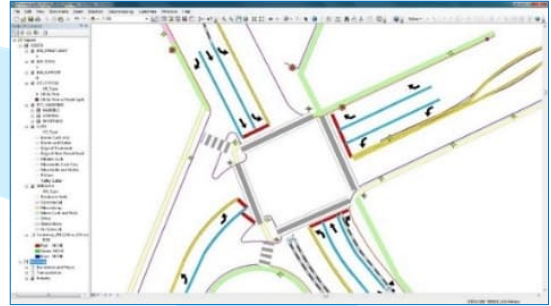
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Appendix B – Additional Value-Added Services

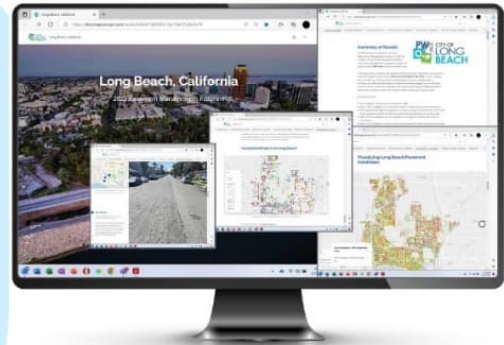
Right of Way (ROW) Asset Collection (e.g., signs, markings, curb, and gutter, etc.)

Imagery collected during the pavement condition survey can be used to build ROW asset inventories and condition assessments for signs, sign supports, curb and gutter, sidewalks and multi-use trails, pedestrian curb ramps, pavement markings and striping, traffic signals, trees, and many others. Our ability to leverage the high resolution 360-degree imagery already collected makes this a frequently used add on service by our clients.



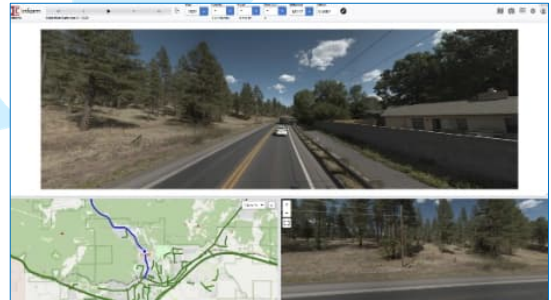
Web-based GIS Visualization via StoryMaps and Dashboards

Easy-to-use and easy-to-maintain web-based, geocentric StoryMaps and Dashboards can be built to serve not only internal staff but also constituents. These tools provide a dynamic way to present complicated information visually. StoryMaps and Dashboards may be configured for use within the agency for coordinating projects across departments or for presentation to the public to promote transparency and trust.



Inform™ Web Based Viewing Software, Including Thematic Maps

IMS offers a convenient, web-based tool for reviewing pavement condition data and associated imagery. Our cloud-hosted visualization and analysis software Inform™ enables agencies to review collected pavement and asset data. The software is fast, intuitive, and is the simplest way to make valuable photolog images available to every user. **Ninety (90) days of complimentary hosting is included with all IMS projects.** Competitive pricing for data hosting in year two and beyond is available upon request.



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Structural Testing with a Fast-Falling Weight Deflectometer (FastFWD)

IMS offers additional pavement testing techniques to enhance decision-making and project prioritization.

The FastFWD applies a dynamic load to the pavement surface to measure structural capacity and pavement layer stiffness values.

We integrate the structural index (SI) as a component of each roadway's final PCI to help you better predict future performance and fine-tune rehabilitation activities, such as determining when to reconstruct vs. mill and overlay.



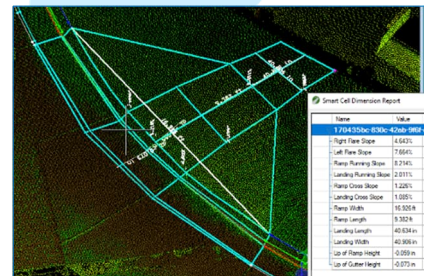
Sidewalk, Trail, and Parking Lot Surveys with a Sidewalk Surface Tester (SST)

We deploy our Sidewalk Surface Testers (SST) for capturing sidewalk inventory and condition data, SSTs may also be deployed to collect data for narrow alleys, parking lots, bike paths, and multi-use trails. SST surveys yield comprehensive sidewalk condition data that may be used in combination with lidar pedestrian curb ramp data to develop detailed ADA non-compliance identification. With the evolving PROWAG requirements, it is critical for agencies to have a plan in place for routinely assessing the condition of and proactively maintaining their pedestrian walkways.



Mobile Lidar for Pedestrian Curb Ramp Assessments

Mobile Lidar is deployed to supplement ROW inventory surveys by creating a 3D point cloud from which measurements can be extracted. Our mobile lidar system (a Riegl VMQ-1HA) collects 1.2 million points per second, resulting in extremely dense point clouds. The integrated Ladybug 5+ camera captures high-resolution spherical imagery at defined intervals. Using the lidar point cloud, IMS can efficiently take detailed measurements of pedestrian curb ramps to identify non-compliance.



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Roadway Friction Testing

Friction testing is a critical element of roadway safety inspections. Adequate friction can help reduce accidents and save lives. In the last five years alone, we have successfully completed over 200 friction testing projects. The friction of the pavement surface is measured in accordance with ASTM E274 and incorporates a ribbed tire in accordance with ASTM E501 for studies of the left wheel path at each site.



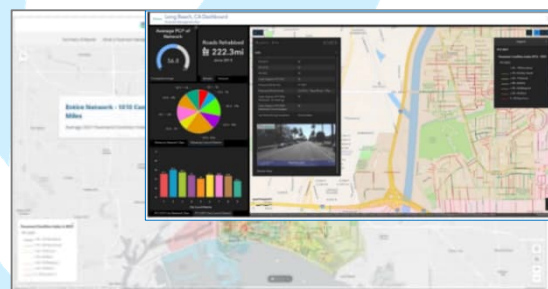
In-Person (or Virtual) Council Presentations

IMS is often asked to develop and deliver a council presentation to educate council members and the public on the concepts of pavement management and the results of the surveys, health of the roadway network and recommendations as a value-added service. We work collaboratively with agency staff to develop highly focused presentations that layout the existing state of the agency's roadways and the funding required to meet the agency's goals and objectives.



Customized Written Reports and Specialty Maps

IMS will prepare all project documentation, including a draft and final summary report of the findings and conclusions as part of the project. Additional analyses and specialty maps may be added to the final report to enhance the ability of the agency to communicate existing pavement conditions, forecasted conditions, and M&R needs and priorities.



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Appendix C – Enhanced ASTM D6433 Data Dictionary

The following pages outline the standard measurements that will be reported from our collected and processed data for roadways. We refer to this as a data dictionary, to clearly outline to our clients all data points we will be collecting and reporting data for. While this is the most typical data dictionary for municipal/county agencies, we can offer modifications to this. We additionally offer data dictionaries for other standards, such as ASTM E3303, FHWA LTPP, and more.



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Column	Field Name	Units	Pavement Type	Format	Dec	Example Value	Description
A	SegmentID			xxxxxxxxxx		6539	Unique Segment ID as per the client provided network GIS
B	Road			xxxxxxxxxx		Wilson Ave	Road name as per the client provided network GIS
C	Primary_Direction_Collection			xxxxxx		TRUE	True where collection matches digitized direction of GIS, False where collected opposite.
D	Direction			x		N	Predominant direction of travel, N/E/S/W based upon average heading value of the segment.
E	PavementType			xxxxx		ASP	Predominant pavement type observed over reporting interval
F	StartChain	Miles		x.xxx	3	2.653	Start chainage as defined for segment by the shp file
G	EndChain	Miles		x.xxx	3	2.751	End chainage as defined for segment by the shp file
H	Length	Feet		xxx	1	517.1	Chainage Length of the Segment in feet
I	ROWImagePath			xxxxxxxxxx		M:/Raw/Images/image1.jpg	This is the internal path to the first image of each segment
J	ASP_Percent	%	Flexible	xx.x	1	95.7	Percentage of segment that is ASP and not affected by any Event Flags
K	ASP_Area	Square Feet	Flexible	xx.x	1	5762	Total accessible pavement area that is ASP and not affected by any Event Flags
L	Other_Percent	%	Other	xx.x	1	96.6	Percentage of segment that is Other and not affected by any Event Flags
M	JCP_Percent	%	Rigid	xx.x	1	4.3	Percentage of segment that is JCP and not affected by any Event Flags
N	JCP_Area	Square Feet	Rigid	xx.x	1	291.2	Total accessible pavement area that is JCP and not affected by any Event Flags
O	Valid_Percent	%		xx.x	1	88.9	Percentage of the segment length containing valid data and not affected by any Event Flags
P	EventFlag					Bridge	Flag indicating presence of either Construction, Bridge, Railroad etc for which the data is invalidated
Q	AssessableLength	Feet		xx.x	1	439.8	Assessable pavement length captured from IrisPRO Pave not affected by any Event Flags
R	AssessableWidth	Feet		xx.x	1	13.1	Assessable pavement width captured from IrisPRO Pave not affected by any Event Flags
S	AssessableArea	Square Feet		xx.x	1	5762	Assessable pavement area captured from IrisPRO Pave not affected by any Event Flags



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Column	Field Name	Units	Pavement Type	Format	Dec	Example Value	Description
A	SegmentID			xxxxxxxxxx		6539	Unique Segment ID as per the client provided network GIS
B	Road			xxxxxxxxxx		Wilson Ave	Road name as per the client provided network GIS
C	Primary_Direction_Collection			xxxxxx		TRUE	True where collection matches digitized direction of GIS, False where collected opposite.
T	Speed	mph		xx.x	1	75.4	Average speed of collection through segment
U	MinSpeed	mph		xx.x	1	35.8	Minimum speed of collection through segment
V	MaxSpeed	mph		xx.x	1	90.7	Maximum speed of collection through segment
W	IRI_Left	in/mi		xxx.x	1	222.8	Lane left IRI where speed is greater than 12.5mph (Average); capped at 500
X	IRI_Right	in/mi		xxx.x	1	205.8	Lane right IRI where speed is greater than 12.5mph (Average); capped at 500
Y	IRI_Avg	in/mi		xxx.x	1	214.3	Lane average IRI where speed is greater than 12.5mph; capped at 500
Z	IRI_PercentInvalid	%		xx.x	1	13.3	Percentage of segment where IRI has been invalidated due to low speed or Event Flags
AA	Rutting_Left	Inches	Flexible	x.xx	2	0.17	Left wheelpath rut depth (Average)
AB	Rutting_Right	Inches	Flexible	x.xx	2	0.19	Right wheelpath rut depth (Average)
AC	Alligator_Low	Square Feet	Flexible	xx.x	1	23.5	Total area of low severity Alligator Cracking as defined by ASTM D6433
AD	Alligator_Mod	Square Feet	Flexible	xx.x	1	27.9	Total area of moderate severity Alligator Cracking as defined by ASTM D6433
AE	Alligator_High	Square Feet	Flexible	xx.x	1	12.2	Total area of high severity Alligator Cracking as defined by ASTM D6433
AF	LongTrans_Low	Feet	Flexible	xx.x	1	23.5	Total length of low severity Longitudinal & Transverse Cracking as defined by ASTM D6433
AG	LongTrans_Mod	Feet	Flexible	xx.x	1	27.9	Total length of moderate severity Longitudinal & Transverse Cracking as defined by ASTM D6433
AH	LongTrans_High	Feet	Flexible	xx.x	1	12.2	Total length of high severity Longitudinal & Transverse Cracking as defined by ASTM D6433
AI	PatchingUtilityCuts_Low	Square Feet	Flexible	xx.x	1	23.5	Total area of low severity Patching & Utility Cuts as defined by ASTM D6433
AJ	PatchingUtilityCuts_Mod	Square Feet	Flexible	xx.x	1	27.9	Total area of moderate severity Patching & Utility Cuts as defined by ASTM D6433



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Column	Field Name	Units	Pavement Type	Format	Dec	Example Value	Description
A	SegmentID			xxxxxxxxxx		6539	Unique Segment ID as per the client provided network GIS
B	Road			xxxxxxxxxx		Wilson Ave	Road name as per the client provided network GIS
C	Primary_Direction_Collection			xxxxxx		TRUE	True where collection matches digitized direction of GIS, False where collected opposite.
AK	PatchingUtilityCuts_High	Square Feet	Flexible	xx.x	1	12.2	Total area of high severity Patching & Utility Cuts as defined by ASTM D6433
AL	Pothole_Low		Flexible	x	0	10	Count of low severity Potholes as defined by ASTM D6433
AM	Pothole_Mod		Flexible	x	0	6	Count of moderate severity Potholes as defined by ASTM D6433
AN	Pothole_High		Flexible	x	0	3	Count of high severity Potholes as defined by ASTM D6433
AO	Raveling_Mod	Square Feet	Flexible	xx.x	1	27.9	Total area of moderate severity Raveling as defined by ASTM D6433
AP	Raveling_High	Square Feet	Flexible	xx.x	1	12.2	Total area of high severity Raveling as defined by ASTM D6433
AQ	Rutting_Low	Square Feet	Flexible	xx.x	1	27.9	Total area of low severity Rutting as defined by ASTM D6433
AR	Rutting_Mod	Square Feet	Flexible	xx.x	1	12.2	Total area of moderate severity Rutting as defined by ASTM D6433
AS	Rutting_High	Square Feet	Flexible	xx.x	1	23.5	Total area of high severity Rutting as defined by ASTM D6433
AT	CornerBreak_Low		Rigid	xx	0	10	Count of low severity Corner Break as defined by ASTM D6433
AU	CornerBreak_Mod		Rigid	xx	0	6	Count of moderate severity Corner Break as defined by ASTM D6433
AV	CornerBreak_High		Rigid	xx	0	3	Count of high severity Corner Break as defined by ASTM D6433
AW	DividedSlab_Low		Rigid	xx	0	10	Count of low severity Divided Slab as defined by ASTM D6433
AX	DividedSlab_Mod		Rigid	xx	0	6	Count of moderate severity Divided Slab as defined by ASTM D6433
AY	DividedSlab_High		Rigid	xx	0	3	Count of high severity Divided Slab as defined by ASTM D6433
AZ	Faulting_Low		Rigid	xx	0	10	Count of low severity Faulting as defined by ASTM D6433
BA	Faulting_Mod		Rigid	xx	0	6	Count of moderate severity Faulting as defined by ASTM D6433
BB	Faulting_High		Rigid	xx	0	3	Count of high severity Faulting as defined by ASTM D6433
BC	Linear_Low		Rigid	xx	0	10	Count of low severity Linear Cracking as defined by ASTM D6433
BD	Linear_Mod		Rigid	xx	0	6	Count of moderate severity Linear Cracking as defined by ASTM D6433



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Column	Field Name	Units	Pavement Type	Format	Dec	Example Value	Description
A	SegmentID			xxxxxxxxxx		6539	Unique Segment ID as per the client provided network GIS
B	Road			xxxxxxxxxx		Wilson Ave	Road name as per the client provided network GIS
C	Primary_Direction_Collection			xxxxxx		TRUE	True where collection matches digitized direction of GIS, False where collected opposite.
BE	Linear_High		Rigid	xx	0	3	Count of high severity Linear Cracking as defined by ASTM D6433
BF	Patching_Large_UtilityCuts_Low		Rigid	xx	0	10	Count of low severity Patching (Large) & Utility Cuts as defined by ASTM D6433
BG	Patching_Large_UtilityCuts_Mod		Rigid	xx	0	6	Count of moderate severity Patching (Large) & Utility Cuts as defined by ASTM D6433
BH	Patching_Large_UtilityCuts_High		Rigid	xx	0	3	Count of high severity Patching (Large) & Utility Cuts as defined by ASTM D6433
BI	Patching_Small_Low		Rigid	xx	0	10	Count of low severity Patching (Small) as defined by ASTM D6433
BJ	Patching_Small_Mod		Rigid	xx	0	6	Count of moderate severity Patching (Small) as defined by ASTM D6433
BK	Patching_Small_High		Rigid	xx	0	3	Count of high severity Patching (Small) as defined by ASTM D6433
BL	CornerSpalling_Low		Rigid	xx	0	6	Count of low severity Corner Spalling as defined by ASTM D6433
BM	CornerSpalling_Mod		Rigid	xx	0	3	Count of moderate severity Corner Spalling as defined by ASTM D6433
BN	CornerSpalling_High		Rigid	xx	0	10	Count of high severity Corner Spalling as defined by ASTM D6433
BO	SlabCount		Rigid	xx	0	5	Count of slabs within the segment, not affected by any Event Flags
BP	PCI			xx	0	85	Pavement Condition Index (PCI)
BQ	PSCM		Flexible	x.xxx	3	0.15	ASTM Pavement Surface Cracking Metric (Crack Length * Crack Width / Interval Area) as defined by ASTM E3303
BR	PSCI		Flexible	xx.x	1	97.5	ASTM Pavement Surface Cracking Index as defined by ASTM E3303
BS	PSCPRM		Flexible	x.xxx	3	0.234	Pavement Surface Cracking, Potholes and Repair Metric is a variation of the PSCM which also includes patches, potholes and sealed cracks
BT	PSCPRI		Flexible	xx.x	1	92.4	Pavement Surface Cracking, Potholes and Repair Index is a variation of the PSCI which also includes patches, potholes and sealed cracks
BU	Start_Coords_LAT_	Decimal Degrees		xx.xxxxxxx	8	27.88503861	Latitude at start of segment in decimal degrees (WGS84)



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Column	Field Name	Units	Pavement Type	Format	Dec	Example Value	Description
A	SegmentID			xxxxxxxxxx		6539	Unique Segment ID as per the client provided network GIS
B	Road			xxxxxxxxxx		Wilson Ave	Road name as per the client provided network GIS
C	Primary_Direction_Collection			xxxxxx		TRUE	True where collection matches digitized direction of GIS, False where collected opposite.
BV	Start_Coords_LON_	Decimal Degrees		xx.xxxxxxx	8	-82.4893195	Longitude at start of segment in decimal degrees (WGS84)
BW	End_Coords_LAT_	Decimal Degrees		xx.xxxxxxx	8	27.8841875	Latitude at end of segment in decimal degrees (WGS84)
BX	End_Coords_LON_	Decimal Degrees		xx.xxxxxxx	8	-82.489277	Longitude at end of segment in decimal degrees (WGS84)
BY	SurveyDate	Date		mm/dd/yyyy		12/21/2023	Date of data collection.



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Appendix D – Terms & Conditions

1. DEFINITIONS

- a. In these Terms and Conditions of Sale, "Consultant" means International Cybernetics Company, LP and IMS Infrastructure Management Services and, if related to service work within the country of Canada, International Cybernetics Canada, Inc.; and
- b. "Client" means the person, firm, organization, or corporation by whom the purchase order is given.
- c. "Services" means data collection, processing, analysis, consulting, training, and similar activities performed by Consultant for the Client.

2. THE CONTRACT

- a. All purchase orders must be received in writing and are accepted subject to these Terms and Conditions of Sale. No terms or conditions put forward by Client and no representations, warranties, guarantees or other statements not contained in Consultant's quotation or acknowledgement of order nor otherwise expressly agreed in writing by Consultant shall be binding on Consultant.
- b. The Contract shall become effective only upon the date of acceptance of Client's order. Such acceptance will be by a mutually executed contract (including the one attached hereto), task order, notice to proceed, and all necessary Client-provided deliverables to allow the Consultant to perform on contract, such as road network definition (GIS), analysis parameters, etc., or upon the date of fulfillment of all conditions stipulated in the Contract (the "Effective Date").
- c. No alteration or variation to the Contract shall apply unless agreed in writing by both parties. However, Consultant reserves the right to effect minor modifications and/or improvements to the final deliverables of services before delivery provided that the performance of the Services is not adversely affected.
- d. The Client, having taken full note of the characteristics of the services sold by Consultant, particularly on the basis of the indications provided in documentation, catalogues and, where applicable, during presentations given by Consultant, has satisfied itself as to the suitability of the Services for its own needs. Where it has not contacted Consultant for any additional details prior to the acceptance of the order, the Client acknowledges that it has been adequately informed.

3. VALIDITY OF QUOTATION AND PRICES

- a. Unless previously withdrawn, Consultant's quotation is open for acceptance within the period stated therein or, when no period is so stated, within sixty (60) days after its date.
- b. Prices are firm for delivery within the period stated in Consultant's quotation and are exclusive of (i) Sales Tax and (ii) any similar and other taxes, duties, levies or other like charges arising outside the State of Florida in connection with the performance of the Contract.

4. PAYMENT

- a. Payment shall be made according to the Consultant's standard payment terms, unless defined otherwise in the Contract. The "Effective Date" shall in no case be earlier than the date on which the first payment is received by Consultant. Standard payment terms for Services are monthly progress payments based on services rendered during the month at the unit prices defined in the Contract. Invoices for Services will be dated on or before the last day of each month.
- b. Payment shall be made: (i) in full without set-off, counterclaim or withholding of any kind (save where and to the extent that this cannot by law be excluded); and (ii) in the currency of Consultant's order confirmation within thirty days of date of invoice unless otherwise specified by Consultant's finance department.
- c. Without prejudice to Consultant's other rights, Consultant reserves the right to: (i) charge interest on any overdue sums at 1% per month during the period of delay; (ii) suspend performance of the Contract (including withholding shipment) in the event that Client fails or in Consultant's reasonable opinion it appears that Client is likely to fail to make payment when due under the Contract or any other contract; and (iii) at any time require such reasonable security for payment as Consultant may deem reasonable.

5. DELIVERY PERIOD

- a. Unless otherwise stated in Consultant's order confirmation, all periods stated for delivery or completion are measured from the Effective Date and are to be treated as estimates only, not involving any contractual obligations or liability.
- b. Delivery of Services within the estimated timeframe depends upon the Consultant's existing project commitments, fleet schedule, resource availability, access to the roads to be collected, and good weather (dry roads, temperatures above freezing).

Any delays due to these variables may affect the delivery/completion period but shall not affect the Contract Price.

- c. Assumes assets to be collected are in the public right-of-way and unobscured from the line-of-sight of the data collection vehicle's cameras (ex: no significant vegetation or overgrowth, damaged, or vehicle obstruction). On two-lane roads, the 360-degree camera will capture assets in the direction of travel, and the 360-degree camera will capture the assets in the opposite direction. Therefore, only one pass will be required on these streets. Streets with more than two lanes may require additional passes depending on the number of lanes or division of lanes by median island.
- d. If Consultant is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Client or its agents (including but not limited to failure to provide specifications, working drawings, road network definition (GIS), analysis parameters, and/or such other information as Consultant reasonably requires to proceed expeditiously with its obligations under the Contract), the delivery/completion period and the Contract Price shall both be adjusted accordingly.
- e. If delivery of Services is delayed due to any act or omission of Client, having been notified that Consultant is awaiting the completion of Client's obligations, Consultant shall be entitled to place the project on hold and cease further work on the project until such time that the obligations are met. Upon placing the project on hold, the Consultant shall be entitled to invoice Client for all work completed to date including for partially-completed data collection, processing, or analysis and for undelivered data.
- f. To ensure timely project execution and success, both Client and Consultant understand that all questions and information requests related to this project from the Client to the Consultant are to be responded to within three (3) business days and the acceptance and/or feedback of any deliverables provided to Client from Consultant is to occur within ten (10) business days.

6. FORCE MAJEURE

- a. Force Majeure of any kind, unforeseeable production, traffic or shipping disturbances, war, acts of terrorism, fire, floods, unforeseeable shortages of labor, utilities or raw materials and supplies, strikes, lockouts, pandemics, acts of government, restrictions on travel, and any other hindrances beyond the control of the party obliged to perform which diminish, delay or prevent production, shipment, acceptance or use of the Services or provided data, or make it an unreasonable proposition, shall relieve the party from its obligation to supply or take delivery, as the case may be, as long as and to the extent that the hindrance prevails.
- b. If, as a result of the hindrance, planned in-person or on-site visits by Consultant staff for installation, implementation, training, or meetings are prevented or become impractical, Consultant shall be relieved from such contract requirements. Consultant shall also provide any implementation or training services, and attend meetings, virtually or online to the maximum extent possible to satisfy the intent of the contract.

7. WARRANTY

- a. Consultant warrants to Client that it will perform the services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. Consultant makes no other warranties or guarantees, expressed or implied, relating to the Services, and Consultant disclaims any implied warranties or warranties imposed by law, including warranties of merchantability and fitness for a particular purpose.

8. NON-SOLICITATION

- a. During execution of this contract and for a period of two (2) years following the Delivery Date, the Client will not, directly or indirectly, whether through an owner, partner, shareholder, consultant, agent, employee, co-venturer or otherwise, or through any other "person" (which, for purposes of this subsection, shall mean an individual, a corporation, a partnership, an association, a joint-stock company, a trust, any unincorporated organization, or a government or political subdivision thereof), hire or attempt to hire any active employee or contractor of the Consultant or any affiliate of the Consultant, assist in such hiring by any other person, or encourage any such employee to terminate his relationship with the Consultant or any affiliate of the Consultant.

9. LIMITATION OF LIABILITY



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- a. Supplier's maximum aggregate liability for any and all losses, liabilities, expenses (including legal expenses), damages, claims or actions incurred under or in connection with a specific order or a particular blanket order issued, arising in or by virtue of breach of contract, tort (including negligence), misrepresentation, breach of statutory duty, strict liability, infringement of intellectual property rights or otherwise, shall in no circumstances exceed a sum equal to the total price of the order in question.
10. STATUTORY AND OTHER REGULATIONS
 - a. If Consultant's obligations under the Contract shall be increased or reduced by reason of the making or amendment after the date of Consultant's quotation of any law or any order, regulation or bylaw having the force of law that shall affect the performance of Consultant's obligations under the Contract, the Contract Price and delivery period shall be adjusted accordingly and/or performance of the Contract suspended or terminated, as appropriate.
 11. COOPERATIVE STATEMENT
 - a. This Agreement shall be for the use of the Town. In addition, political subdivisions (Counties, Cities, Towns, etc.), nonprofit organizations and public health institutions may in its discretion participate (piggyback) on this Agreement if CONSULTANT agrees to do so.
 12. COMPLIANCE WITH LAWS
 - a. Client agrees that all applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time, including without limitation those of the United States, Canada, the European Union and the jurisdictions in which Consultant and Client are established or from which items may be supplied, and the requirements of any licenses, authorizations, general licenses or license exceptions relating thereto will apply to its receipt and use of services or software provided.
 - b. Client agrees furthermore that it shall not engage in any activity that would expose the Consultant to a risk of penalties under laws and regulations of any relevant jurisdiction prohibiting improper payments, including but not limited to bribes, to officials of any government or of any agency, instrumentality or political subdivision thereof, to political parties or political party officials or candidates for public office, or to any employee of any customer or supplier. Client agrees to comply with all appropriate legal, ethical and compliance requirements.
 13. DEFAULT, INSOLVENCY AND CANCELLATION
 - a. Consultant shall be entitled, without prejudice to any other rights it may have, to cancel the Contract forthwith, wholly or partly, by notice in writing to Client, if (i) Client is in default of any of its obligations under the Contract and fails, within 30 (thirty) days of the date of Consultant's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take action to remedy the default or (ii) on the occurrence of an Insolvency Event in relation to Client. In the event of cancellation, Client shall be responsible for all payments to the Consultant for any deliveries completed and milestones met up to the date of termination.
 - b. Client shall be entitled, without prejudice to any other rights it may have, to cancel the Contract forthwith, wholly or partly, by notice in writing to Consultant, if (i) Consultant is in default of any of its obligations under the Contract and fails, within 30 (thirty) days of the date of Client's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take action to remedy the default or (ii) on the occurrence of an Insolvency Event in relation to Consultant. In the event of cancellation, Client shall be responsible for all payments to the Consultant for any deliveries completed and milestones met up to the date of termination.
 - c. Insolvency Event" in relation to Client means any of the following: (i) a meeting of creditors of Client being held or an arrangement or composition with or for the benefit of its creditors being proposed by or in relation to Client; (ii) a chargeholder, receiver, administrative receiver or similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of Client; (iii) Client ceasing to carry on business or being unable to pay its debts; (iv) Client or its directors or the holder of a qualifying floating charge giving notice of their intention to appoint, or making an application to the court for the appointment of, an administrator; (v) a petition being presented (and not being discharged within 28 days) or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of Client; or (vi) the happening in relation to Client of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets. Consultant shall be entitled to recover from Client or Client's representative all costs and damages incurred by Consultant as a result of such cancellation, including a reasonable allowance for overheads and profit (including but not limited to loss of prospective profits and overheads).
 14. DATA RETENTION
 - a. This section defines the Consultant's data retention policy for Services projects. The data collected by the IrisPRO Pave takes up over 6 GB per mile (Raw) and 3 GB per mile (Processed). Data storage costs are significant for this volume of data. Therefore, Consultant has implemented a data retention policy to clarify its standard operating procedure.
 - b. Definitions
 - i. "Raw data" - Sensor data collected by the collection vehicle that is saved in proprietary formats and cannot be used directly. This includes .drive files, PGR files, and FIS files.
 - ii. "Processed data" - Data that has been transformed into usable formats by the Connect software. This includes CSV, XLSX, SHP, GDB, and JPG files.
 - iii. "Data Acceptance" - Client acceptance of delivered data and confirmation that deliverables meet the project requirements.
 - c. Policy
 - i. Consultant will provide a quotation for hosting of any collected data for any duration upon request.
 - ii. Consultant will retain Raw data for 3 months beyond Data Acceptance, unless the client confirms in writing that Consultant should store the data longer and confirms that client will pay for the additional hosting costs. Beyond this time, Consultant may delete the Raw data without further notice. After the Raw data has been deleted, reprocessing of the sensor data will not be possible. For example, crack detection cannot be run with different settings, and new image views cannot be extracted from the Ladybug camera.
 - iii. Consultant will retain Processed data for 15 months beyond Data Acceptance, unless the client confirms in writing that Consultant should store the data longer and confirms that client will pay for the additional hosting costs. This timeframe allows Consultant to perform year-to-year analysis and comparisons provided that the same roads are collected annually. Beyond this time, Consultant may delete the Processed data without further notice. After the Processed data has been deleted, year-to-year analysis and comparisons will be limited to data review only.
 15. MISCELLANEOUS
 - a. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.
 - b. If any clause, sub-clause or other provision of the Contract is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Contract.
 - c. Client shall not be entitled to assign its rights or obligations hereunder without the prior written consent of Consultant.
 - d. Consultant enters into the Contract as principal. Client agrees to look only to Consultant for due performance of the Contract.
 - e. The Contract shall in all respects be construed in accordance with the laws of the local jurisdiction in which the services are provided and the Client is physically based. All disputes arising out of the Contract shall be subject to the exclusive jurisdiction of the courts of the local jurisdiction/state as defined above.
 - f. The headings to the Clauses and paragraphs of the Contract are for guidance only and shall not affect the interpretation thereof.
 - g. All notices and claims in connection with the Contract must be delivered in writing.
 - h. Unless mentioned to the contrary in writing, the Client authorizes Consultant to cite its name in its business references, websites, and social media.



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REQUEST FOR BOARD ACTION

Agenda Item: 26-12

Subject: Resolution to Purchase Bulk Rock Salt through Lake County Division of Transportation

Action Requested: Adopt Resolution

Originated By: Public Works and Engineering

Referred To: Mayor and Village Board of Trustees

Summary of Background and Reason for Request

The Department of Public Works and Engineering currently maintains 1,200 tons of rock salt in reserves. The need for contractual rock salt purchasing requires that we request an additional 2,000 tons of salt through Lake County's joint bid for rock salt. This volume is approximately 75% of our normal purchase quantity.

This year, the County has renewed the contract with Morton Salt at a cost of \$88.32 per ton. The Village is required to accept the minimum amount of 1000 tons, \$88,320, and can receive up to 2000 tons, \$176,640. Staff requests authorization to purchase bulk rock salt for the 2025-2026 snow and ice season through Lake County in the amount not to exceed \$176,640. We have budgeted for this purchase in the 2026 budget.

Reports and Documents Attached:

Resolution

Date Referred to Board: January 20, 2026

Action Taken: _____

VILLAGE OF DEERFIELD

RESOLUTION NO. 2026-_____

**A RESOLUTION TO PURCHASE ROCK SALT THROUGH LAKE COUNTY
DEPARTMENT OF TRANSPORTATION JOINT ROCK SALT BIDS**

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

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village has identified the need to purchase bulk rock salt to combat snow and ice; and

WHEREAS, the Public Works and Engineering Department requested to be included in the Lake County Department of Transportation ("**LCDOT**") rock salt renewal bidding process for 2000 tons of rock salt; and

WHEREAS, LCDOT sought bids for the award of a contract for the purchase of 2000 tons of rock salt ("**LCDOT Contract**") and awarded a contract to Morton Salt ("**Morton**"); and

WHEREAS, Village staff has determined that LCDOT's purchasing policies satisfy the Village's competitive bidding requirements; and

WHEREAS, the Village Board has determined that it is in the best interest of the Village to purchase Rock Salt from Morton in accordance with the LCDOT Contract;

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

SECTION 1: RECITALS. The Village Board hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF PURCHASE FROM MORTON. The Village Board hereby approves the purchase by the Village of 2000 tons of rock salt from Morton at a unit price of \$88.32 per ton for a total purchase amount of \$176,640.

SECTION 3: AUTHORIZATION TO EXECUTE CONTRACTS. The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the final LCDOT Contract. If the executed copies of the final LCDOT Contract are not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the Mayor and Board of Trustees, be null and void.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval.

AYES:

NAYS:

ABSTAIN:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO:

Daniel C. Shapiro, Mayor

ATTEST:

Kent S. Street, Village Clerk

REQUEST FOR BOARD ACTION

Agenda Item: 26-13

Subject: An Ordinance Amending Chapters 6, 8, and 13 of the Municipal Code re Building Regulations

Action Requested: Approval

Originated By: Village Manager's Office

Referred To: Mayor and Village Board of Trustees

Summary of Background and Reason for Request

The Village of Deerfield currently enforces the following 2018 editions of the International Code Council (ICC):

1. Property Maintenance Code (IPMC)
2. Fire Code (IFC)
3. Mechanical Code (IMC)
4. Residential Code (IRC)
5. Building Code (IBC)
6. Fuel Gas Code (IFGC)
7. Swimming Pool and Spa Code (ISPSC)

In addition, the Village has adopted:

1. 2021 International Energy Conservation Code (IECC)
2. 2017 National Electrical Code (NFPA 70).

Effective January 1, 2025, Illinois Public Act 103-0510 requires municipalities to comply with one of the three most recent editions of the ICC Codes: 2018, 2021, or 2024. The 2027 ICC Codes are anticipated to be published later this year and will go into effect January 1, 2027. Furthermore, the NFPA 70 will be updated to the 2023 edition.

The Village is scheduled to undergo a review by the Insurance Services Office, Inc. (ISO) in February to receive an updated Building Code Effectiveness Grading (BCEG). Adoption of the 2024 ICC Codes will allow the Village to maintain a favorable BCEG rating, which can lead to lower insurance rates for homeowners and businesses. For these reasons, staff recommends that the Village transition from the 2018 ICC Codes to the 2024 editions and the 2023 NFPA 70.

The 2024 ICC Codes and updated NFPA 70 include thousands of revisions addressing evolving construction technologies and safety standards. Notable updates include new and enhanced regulations related to lithium-ion battery installation and storage, solar energy systems, and electric vehicle charging infrastructure.

Staff recommends that the Village Board approve the Ordinance to adopt the updated ICC and NFPA 70 codes. Assistant Village Manager Justin Keenan and Building Supervisor Steve Cutaia will be present at the January 20, 2026 meeting to answer questions.

Date Referred to Board: January 20, 2026

Action Taken: _____

VILLAGE OF DEERFIELD

ORDINANCE NO. 2026-_____

AN ORDINANCE AMENDING CHAPTERS 6, 8, AND 13 OF
"THE MUNICIPAL CODE OF THE VILLAGE OF DEERFIELD, ILLINOIS, 1975,"
AS AMENDED, REGARDING BUILDING REGULATIONS

WHEREAS, the Village of Deerfield is a home rule unit of local government pursuant to the provisions of Article VII, Section 6 of the Illinois Constitution; and

WHEREAS, pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-1-1 *et seq.*, and the Village's home rule authority, the Village has authority to regulation construction and buildings within its boundaries ("***Building Regulations***"); and

WHEREAS, the Village has adopted Building Regulations in Chapters 6, 8, and 13 of "The Municipal Code of the Village of Deerfield, Illinois, 1975," as amended ("***Village Code***"); and

WHEREAS, Village staff have recommended amending the Building Regulations to account for updated building codes; and

WHEREAS, the Village Board has determined that it will serve and be in the best interests of the Village and its residents to amend Chapters 6, 8, and 13 of the Village Code pursuant to this Ordinance;

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

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

SECTION TWO: BUILDING. Pursuant to the Village's home rule authority, Chapter 6, titled "Building," of the Village Code is hereby amended further to read as follows:

"Article 1. In General

Sec. 6-1. Permit Required:

A building permit must be obtained for any project for which a permit is required pursuant to the International Building Codes adopted by reference in Section 6-2 of this Code. ~~—(a) A building permit shall be required for all plumbing, electrical and roofing work except as specifically provided in this chapter; chapter 8, "Electricity"; chapter 16, "Plumbing And Sewers", of this Code, and for all construction or improvement work when such work is regulated by the provisions of the Village Building Codes. Notwithstanding anything to the contrary contained in this Section or any other section of this Code or the Village Building Codes, a permit is not required for the following types of work provided that the work does not include (i) changes to, or the installation of, plumbing or electric conduit, electrical~~

Additions are bold and double-underlined; deletions are struck through.

~~boxes, or electric wiring; (ii) the cutting away or removal of any portion of an exterior wall, interior wall, partition, floor or roof; (iii) the removal or cutting away of any structural beam, column or load bearing support; or (iv) the removal or change of any required means of egress or rearrangement of parts of a structure affecting the egress requirements:~~

~~— (1) Painting, wallpapering, floor tile, floor coverings, carpeting, countertops, the installation of shelving, the installation of non-kitchen cabinets, and similar finish work;~~

~~— (2) Repairs or replacement of a singular plumbing fixture where no modification or extension of any other plumbing is required, and provided that other work is being performed;~~

~~— (3) Repairs to an elevator, dumbwaiter, or other conveyance device involving the replacement of existing parts with replacement parts that are identical to those that are replaced, provided a written log of such repairs must be maintained by the owner and made available to the building official upon request;~~

~~— (4) Repair or in-kind replacement of ceiling fans, light fixtures, electric outlets, and light switches, provided that such repair or replacement is not done in conjunction with any other work;~~

~~— (5) Repair or in-kind replacement of windows;~~

~~— (6) Repair or in-kind replacement of interior or exterior doors;~~

~~— (7) Repair or in-kind replacement of exterior wood, vinyl, aluminum, fiber-cement, stucco or EIFS siding;~~

~~— (8) Repair or in-kind replacement of a hot water heater;~~

~~— (9) Repair or in-kind replacement of a furnace;~~

~~— (10) Repair or in-kind replacement of air-conditioning equipment;~~

~~— (11) Repair or in-kind replacement of no more than 50 square feet of masonry.~~

~~— Work may not be divided up into phases for the purpose avoiding the need to obtain a building permit.~~

~~— (b) It shall be a violation of this Section to engage in, or allow, any construction or improvement work requiring a building permit under this Section while displaying a fake or altered building permit, an expired building permit, or a building permit issued for a property other than the one where the work is being performed.~~

Sec. 6-2. Adoption ~~Of~~ of International Building Codes:

The erection, repair or alteration of all structures not regulated or excepted by other provisions of this chapter shall ~~be in compliance~~ comply with the

Additions are bold and double-underlined; deletions are struck through.

provisions of the following codes, which are adopted by reference and incorporated as if fully set forth herein, with the modifications provided herein:

(a) The ~~2018~~ **2024** edition of the International Building Code, as published by the International Code Council, Inc., with the following modifications:

(1) Section 101.1. Insert: village of Deerfield.

(2) Section 105.2. Work exempt from permit. Remove items #1, #2, #4, #5, and #6 and add:

Notwithstanding anything to the contrary contained in any section of this Code or the Village Building Codes, a permit is not required for the following types of work, provided that the work does not include: (i) changes to, or the installation of, plumbing or electric conduit, electrical boxes, or electric wiring; (ii) the cutting away or removal of any portion of an exterior wall, interior wall, partition, floor or roof; (iii) the removal or cutting away of any structural beam, column or load-bearing support; (iv) the removal or change of any required means of egress or rearrangement of parts of a structure affecting the egress requirements; or (v) the installation of any flatwork (parking lots, driveways, sidewalks, patios, etc.):

(1) Painting, wallpapering, floor tile, floor coverings, carpeting, countertops, the installation of shelving, the installation of non-kitchen cabinets, and similar finish work;

(2) Repairs or replacement of a singular plumbing fixture where no modification or extension of any other plumbing is required, and provided that other work is being performed excluding water heaters and/or boilers;

(3) Repair or in-kind replacement of ceiling fans, light fixtures, electric outlets, and light switches, provided that such repair or replacement is not done in conjunction with any other work;

(4) Repair or in-kind replacement of windows;

(5) Repair or in-kind replacement of interior or exterior doors;

(6) Repair or in-kind replacement of exterior wood, vinyl, aluminum, fiber-cement, stucco or EIFS siding;

(7) Repair or in-kind replacement of a hot water heater;

(8) Repair or in-kind replacement of a furnace;

(9) Repair or in-kind replacement of air-conditioning equipment, does not include relocation;

(10) Repair or in-kind replacement of no more than 50 square feet of masonry.

Work may not be divided up into phases for the purpose avoiding the need to obtain a building permit.

Emergency Work: Emergency work that commences after regular Village business hours to maintain electric, plumbing, sewerage, heating, air conditioning, or other essential utility service shall not require a permit prior to the work being commenced subject to the following: (1) the work is performed in conformance with this Code; (2) a permit is obtained the next regular work day; and (3)

Additions are bold and double-underlined; deletions are struck through.

the work is inspected and approved within 48 hours of permit issuance.

It shall be a violation of this Section to engage in, or allow, any construction or improvement work requiring a building permit under this Section while displaying a fake or altered building permit, an expired building permit, or a building permit issued for a property other than the one where the work is being performed.

~~(2)~~(3) Section 113.3 shall be deleted in its entirety.

(4) Chapters 11 and 29 shall be removed in their entirety.

~~(3)~~(5) Section 1612.3. Insert: village of Deerfield.

~~(4)~~(6) Section 1612.3. Insert: September 18, 2013.

(7) Appendices G and J are adopted by reference pursuant to Section R102.5 of the 2024 International Building Code.

(b) The ~~2018~~ 2024 edition of the International Residential Code, as published by the International Code Council, Inc., with the following modifications:

(1) Section R101.1 Insert: The Village of Deerfield.

(2) Section 105.2. Remove items #1, #2, #4, #5, and #6 and add:

Notwithstanding anything to the contrary contained in any section of this Code or the Village Building Codes, a permit is not required for the following types of work provided that the work does not include (i) changes to, or the installation of, plumbing or electric conduit, electrical boxes, or electric wiring; (ii) the cutting away or removal of any portion of an exterior wall, interior wall, partition, floor or roof; (iii) the removal or cutting away of any structural beam, column or load-bearing support; or (iv) the removal or change of any required means of egress or rearrangement of parts of a structure affecting the egress requirements (v) installation of any flatwork (parking lots, driveways, sidewalks, patios, etc.):

(1) Painting, wallpapering, floor tile, floor coverings, carpeting, non-kitchen or bathroom countertops, the installation of shelving, the installation of non-kitchen or bathroom cabinets, and similar finish work;

(2) Repairs or replacement of a singular plumbing fixture where no modification or extension of any other plumbing is required, and provided that other work is being performed excluding water heaters and/or boilers;

(3) Repair or in-kind replacement of ceiling fans, light fixtures, electric outlets, and light switches, provided that such repair or replacement is not done in conjunction with any other work;

(4) Repair or in-kind replacement of windows;

(5) Repair or in-kind replacement of interior or exterior doors;

Additions are bold and double-underlined; deletions are struck through.

(6) Repair or in-kind replacement of exterior wood, vinyl, aluminum, fiber-cement, stucco or EIFS siding;

(7) Repair or in-kind replacement of a hot water heater;

(8) Repair or in-kind replacement of a furnace;

(9) Repair or in-kind replacement of air-conditioning equipment, does not include relocation;

(10) Repair or in-kind replacement of no more than 50 square feet of masonry.

Work may not be divided up into phases for the purpose avoiding the need to obtain a building permit.

Emergency Work: Emergency work that commences after regular Village business hours to maintain electric, plumbing, sewerage, heating, air conditioning, or other essential utility service shall not require a permit prior to the work being commenced subject to the following: (1) the work is performed in conformance with this Code; (2) a permit is obtained the next regular work day; and (3) the work is inspected and approved within 48 hours of permit issuance.

It shall be a violation of this Section to engage in, or allow, any construction or improvement work requiring a building permit under this Section while displaying a fake or altered building permit, an expired building permit, or a building permit issued for a property other than the one where the work is being performed.

~~(2)~~(3) Section R112.3 shall be deleted in its entirety.

~~(3)~~(4) Table R301.2(1) Insert: Ground Snow Load = ~~25~~ **36**, Wind Speed = ~~90~~ **105**, Topographic Effects = No, Special Wind Region = No, ~~Windborne~~ **Windborne** Debris Zone = No, Seismic Design Category = A, Weathering = Severe, Frost Line Depth = 42 inches, Termites = Moderate, Winter Design Temp = -4, Ice Barrier Underlayment Required = Yes, Flood Hazards = Yes, Air Freezing Index = 1687, Mean Annual Temp = 48.

(5) Section 403.1. Insert: All accessory structures greater than 100 square feet shall be secured to the earth by means deemed acceptable by the Manager or designee.

~~(4)~~(6) Appendix **Appendices BO and NE** ~~J~~ **is** are adopted by reference pursuant to Section R102.5 of the ~~2012~~ **2024** International Residential Code.

(c) The ~~2021~~ edition of the International Energy Conservation Code, as **mandated by the State of Illinois and as** published by the International Code Council, Inc.

(d) The ~~2018~~ **2024** edition of the International Mechanical Code, as published by the International Code Council, Inc., with the following modifications:

(1) Section 101.1. Insert: Village of Deerfield.

~~(2) Section 108.4. Insert: Any person violating any provision of this code shall be fined not less than two hundred dollars (\$200.00) nor more than two~~

Additions are bold and double-underlined; deletions are struck through.

~~thousand dollars (\$2,000.00) for each offense. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.~~

~~(3) Section 108.5. Insert: Any person continuing to work in violation of a stop work order shall be fined not less than two hundred dollars (\$200.00) nor more than two thousand dollars (\$2,000.00) for each offense. A separate offense shall be deemed committed each day during or on which such person works or continues to work in violation of a stop work order.~~

~~—(4)(2)~~ Section 109.2 shall be deleted in its entirety.

(e) The 2018 **2024** edition of the International Fuel Gas Code, as published by the International Code Council, Inc., with the following modifications:

(1) Section 101.1. Insert: The Village of Deerfield.

(2) Section 106.5.2. Insert: As specified in the Deerfield municipal code.

~~—(3) Section 108.4. Insert: Any person violating any provision of this code shall be fined not less than two hundred dollars (\$200.00) nor more than two thousand dollars (\$2,000.00) for each offense. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.~~

~~—(4) Section 108.5. Insert: Any person continuing to work in violation of a stop work order shall be fined not less than two hundred dollars (\$200.00) nor more than two thousand dollars (\$2,000.00) for each offense. A separate offense shall be deemed committed each day during or on which such person works or continues to work in violation of a stop work order.~~

~~(5)(3)~~ Section 109.2 shall be deleted in its entirety.

(f) The 2018 **2024** edition of the International Fire Code, as published by the International Code Council, Inc., with the following modifications:

(1) Section 101.1. Insert: The Village of Deerfield.

(2) Section 109.3 shall be deleted in its entirety.

~~—(3) Section 110.4 is amended to read as follows: Any person violating any provision of this code shall be fined not less than two hundred dollars (\$200.00) nor more than two thousand dollars (\$2,000.00) for each offense. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.~~

~~—(4) Section 112.4 is amended to read as follows: Any person continuing to work in violation of a stop work order shall be fined not less than two hundred dollars (\$200.00) nor more than two thousand dollars (\$2,000.00) for each offense. A separate offense shall be deemed committed each day during or on which such person works or continues to work in violation of a stop work order.~~

~~(5)(3)~~ Section 3204.3.1.1. (limits in which the storage of flammable cryogenic fluids in stationary containers is prohibited): within the corporate limits of the village, with the following exceptions:

Additions are bold and double-underlined; deletions are struck through.

(i) In the office, research and restricted industrial district when authorized by the ~~director of community development~~ **Manager or designee**;

(ii) In the limited industrial district when authorized by the ~~director of community development~~ **Manager or designee**.

~~(6)(4)~~ Section 3404.2.9.5.2. (limits in which the storage of class I and class II liquids in above-ground tanks outside of buildings is prohibited): within the corporate limits of the village.

~~(7)(5)~~ Section 3406.2.4.4. (limits in which the storage of class I and class II liquids in above-ground tanks is prohibited): within the corporate limits of the village.

~~(8)(6)~~ Section 3804.2. (limits in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas): within the corporate limits of the village. **See section 10 and refer to the adopted ordinances of the applicable Fire Districts ((Northbrook (South of Lake-Cook Road), or Deerfield-Bannockburn (North of Lake-Cook Road)).**

(g) The ~~2018~~ **2024** edition of the International Pool and Spa Code, as published by the International Code Council, Inc, with the following modifications:

(1) Section 101.1. Insert: The Village of Deerfield.

(2) Section 108.2 shall be deleted in its entirety.

(h) The building regulations adopted by reference in this article shall be construed as supplemental to and in addition to the provisions of this chapter.

(i) In the event of a conflict between the provisions of such adopted regulations and a specific provision of this chapter, the latter shall be followed.

Sec. 6-3. Copies ~~Of~~ **of** Building Codes ~~On~~ **on** File:

The ~~Clerk and the Director of Building and Zoning~~ **Manager or designee** shall keep ~~three (3) copies~~ **a minimum of one copy** of each of the Building Codes referred to in section ~~6-1~~ of this article, and which have been adopted by the Village by reference, on file for inspection by interested persons during office hours.

Sec. 6-4. Applications ~~And~~ **and** Certifications; Disclosure ~~Of~~ **of** Owners:

(a) Applications for building permits shall be submitted ~~in duplicate~~ to the ~~Director of Building and Zoning~~ **Manager or designee** and shall be accompanied by plans, elevations, critical sections and details drawn to scale and specifications so as to clearly show the method of construction and materials to be used. Applications shall also be accompanied by a written disclosure identifying the building permit applicant and, if different, the legal and beneficial owners of the zoning lot for which a building permit is requested.

Additions are bold and double-underlined; deletions are struck through.

A duly authorized owner, trustee, corporate officer, general partner or managing agent shall make the disclosure(s), under oath, as the case may be, identifying:

(1) Land Trusts: The name, address and interest of all persons, firms or other entities who are the beneficiaries of such land trust.

(2) Corporations: The name and address of all corporate officers; the name and address of all persons who own five percent (5%) or more of any class of stock in the corporation; and the name and address of the registered agent.

(3) Partners ~~And~~ **and** Limited Liability Corporations: The name and address of all general and limited partners.

(4) Limited Liability Companies: The name and address of all members and managers and of the registered agent.

(5) Other Persons ~~Or~~ **or** Entities: The name and address of every person having a proprietary interest, an interest in profit and losses, or the right to control any entity or venture so disclosed.

(b) In the case of nonresidential structures, applications shall be accompanied also by plans for all signs to be constructed and installed in connection with such structures disclosing the design, size and location thereof.

(c) Plans, except those for single-family residences under two thousand (2,000) square feet, erected by and for the occupancy of the owner, shall be certified by a registered architect and/or engineer acting for the owner, as required by the Registration Act of Illinois. Additional necessary information shall be submitted at the request of the ~~Director of Building and Zoning~~ **Manager or designee.**

(d) Such certificate shall be in the following form:

Architect's Certification.

I do hereby certify that these drawings have been prepared under my direct supervision and to the best of my knowledge conform to all codes and ordinances of the Village of Deerfield, Illinois.

(Signed)

(License Number)

(e) No such certificate shall be required for remodeling of single-family residences done by the owner not affecting bearing walls or supports nor for exterior steps, walls, patios or accessory buildings or porches.

(f) During construction the architect or engineer in charge shall, at the times indicated, submit a certificate substantially as follows:

Additions are bold and double-underlined; deletions are struck through.

The ordinance pertaining to inspection or supervision to be amended to include the following certification to be signed and sealed by the architect and/or engineer who has certified the drawings for any construction project:

Inspection Certification: Project Number

Project Name

Address

I do hereby certify that I myself, or an authorized representative of my firm has inspected the subject project at the following stages and find the construction in strict accordance with approved permit drawings and specifications, and any deviations therefrom as approved by the Village of Deerfield on file with the ~~Director of Building and Zoning~~ **Manager or designee**:

Stage of Construction: Date(s) of Inspection

- (1) Subgrade utilities
- (2) Foundations (piles, caissons, footings, etc.)
- (3) Concrete formwork and reinforcing
- (4) Superstructure
 - (A) General trades
 - (B) Structure
 - (C) Electrical work
 - (D) Heating and ventilating work
 - (E) Plumbing work
- (5) Final inspection

Respectfully submitted,

(authorized signature)

Sec. 6-5. Approval Of Plans: **[RESERVED]**

~~—(a) All applications with plans shall be referred to the Director of Building and Zoning who shall examine the same to determine whether or not the proposed operations comply with this Code and the ordinance provisions relating thereto.~~

~~—(b) Upon approval, one set of plans shall be retained by the Director of Building and Zoning and the other set returned to the applicant.~~

Additions are bold and double-underlined; deletions are struck through.

~~—(c) No permit shall be issued except after approval of the plans and the payment of the fee provided for in this chapter.~~

Sec. 6-6. Fees, Charges, Rates ~~And~~ **and** Taxes:

(a) No permit or amendment thereto shall be issued without the applicable fee therefor being paid as provided for in ~~section 6-79~~ **Article 12** of this chapter and in the annual fee resolution adopted by the Corporate Authorities.

(b) Any person granted a building permit or a demolition permit under the provisions of this chapter, who is not exempted from paying permit fees under section 6-7 of this article, shall pay an infrastructure impact fee at the rate set forth in section 6-79 of this chapter, or the rate set forth in the annual fee resolution as defined in this Code. The infrastructure impact fee imposed pursuant to this subsection shall be in addition to any building permit fee or demolition permit fee set forth in section 6-79 of this chapter. The funds received by the Village shall be deposited in the Infrastructure Fund. ~~Imposition of the infrastructure impact fee pursuant to this subsection shall not apply to any demolition or any building construction, renovation or remodeling for which a complete and proper permit application was on file with the Village on or before June 1, 2012.~~

Sec. 6-7. Public Buildings; Permit Fees; Exemptions; Charges:

No ~~building, plumbing or miscellaneous~~ permit fees **fee** shall be charged for the issuance of permits for the construction of any public or parochial school, or any building used by a township, county, library, park district of any other taxing body, **or** any church or building used for religious purposes ~~or any governmentally assisted senior citizen housing project as that term is defined in the zoning ordinance.~~

~~—(a) In lieu of the fees set forth in this chapter, the fee schedule shall be reduced by fifty percent (50%) for permits issued for construction of any building owned by a non-profit corporation and used for a continuing care retirement community as that term is defined in the zoning ordinance.~~

~~—(b) In lieu of the fees set forth in this chapter, the fee schedule shall be reduced by twenty five percent (25%) for permits issued for construction of any building that is to be operated by a non-profit corporation for a minimum of ten (10) years from the permit issuance date and used for an independent living facility and a key component of a continuing care retirement community as that term is defined in the zoning ordinance.~~

Except as modified hereby, the fee schedule contained in this chapter shall remain in force and effect.

The applicant for any such permit shall ~~pay~~ **reimburse** the Village for **fees charged to the Village for contracted services related to** meters, materials, **and Village staff labor, and third-party contracted services** furnished by the Village in connection with the issuance of such permits.

Additions are bold and double-underlined; deletions are struck through.

Sec. 6-8. ~~Variations~~ **Changes From the Approved Documents**; Additional Fees:

(a) ~~No person shall vary materially from the approved plans and specifications deposited with and approved by the Director of Building and Zoning unless amended plans and specifications showing such proposed alteration or variation are first filed with and approved by the said Director.~~ **Once plans, specification, and other application materials (Permit Documents) for a permit have been approved by the Manager or designee, applicant may not deviate from the Permit Documents in the conduct of the work without the prior written approval of the Manager or designee.**

(b) In the event ~~such variation~~ **a deviation from approved permit documents** involves an increase in the total cost of the work a statement to this effect shall be made and the necessary additional fees shall be paid.

Sec. 6-9. Permitted Hours ~~Of~~ **of** Construction:

(a) In addition to the provisions of this Code relating to nuisances, and without limiting any other provision of this Code, it is unlawful for any person to permit or engage in any construction activity, or to operate or permit the operation of power equipment such as any pile driver, power shovel, pneumatic hammer or derrick, or to operate or permit the operation of any motor vehicle in relation to any such activities at any location in the Village: 1) at any time on Sundays and legal holidays; 2) before eight thirty o'clock (8:30) A.M. and after five o'clock (5:00) P.M. on any Saturday; or 3) before seven thirty o'clock (7:30) A.M. and after seven o'clock (7:00) P.M. on all other days, except as provided in this section.

(b) Notwithstanding the provisions of subsection (a) of this section, the following construction activity shall be permitted on Sundays and legal holidays between the hours of nine o'clock (9:00) A.M. and five o'clock (5:00) P.M.:

(1) Construction activity that is performed by a property owner on premises owned by him without the services of a contractor and that does not require a permit from the Village of Deerfield;

(2) Construction activity authorized by a special permit issued by the ~~Director of Building and Zoning or the Director's designee if the Director~~ **Manager or designee if the Manager** finds that such work is necessary to correct or prevent an unsafe condition, or if the ~~Director or the Director's designee~~ **Manager or designee** determines that such work is necessary to preserve or protect the public health, safety or welfare; provided, however, that any such temporary permit shall be granted only for a specified scope of work and for that period of time that the emergency or other circumstance giving rise to the need for such special permit continues.

(c) As used in this section, "legal holiday" shall mean any or all of the following days: New Year's Day (January 1), the day on which Memorial Day

Additions are bold and double-underlined; deletions are struck through.

is observed, the Fourth of July, Labor Day, Thanksgiving Day and Christmas Day (December 25).

(d) Nothing in this section shall be construed to prevent any work necessary to prevent injury to persons or property at any time.

(e) In addition to any other penalties provided in this Code, a violation of this section shall constitute a sufficient basis for the revocation of any permit issued under the provisions of this Code.

(f) When required by the ~~Director of Building and Zoning~~ **Manager or designee**, a sign providing notice of the limitation on construction hours contained in this chapter shall be posted on construction sites. The ~~Director of Building and Zoning~~ **Manager or designee** shall establish standards for the size, color, layout, design, wording and placement of such signs.

Sec. 6-10. Demolition Permits; Site Restoration; Time Limits:

(a) Except as provided in subsection (b) of this section, demolition permits for all habitable structures shall be issued for a period of time reasonably necessary, as determined by the ~~Director of Building and Zoning~~ **Manager or designee**, for contractor mobilization, demolition of the structure and clearing the site and (if applicable) filling of the excavation, including the institution of appropriate measures by the applicant for protection of the health, safety and welfare of the public, contiguous property owners and persons engaged in performing the demolition work, but in no event for a period of time in excess of six (6) months.

(b) A demolition permit issued for a single-family residence shall be valid for ~~forty two~~ **forty-two** (42) days.

(c) A stormwater drainage plan shall be required in accordance with article 10 of this chapter as a condition for the issuance of a demolition permit for any site. If a building permit is issued for construction of a new single-family residence at the same time as a permit for demolition of an existing single-family residence on the same zoning lot, the stormwater drainage plan shall show the proposed conditions and drainage patterns after completion of the new construction.

(d) Upon completion of the demolition in accordance with the terms and conditions of the permit, the applicant and lot owner shall cause the site to be restored in accordance with the terms and conditions of the permit prior to expiration of the permit. All demolition debris and refuse shall be properly disposed of outside the corporate limits of the Village in accordance with all applicable environmental laws and regulations.

(e) If substantial construction of a new principal structure has not commenced within ~~twenty-eight~~ **twenty-eight** (28) days of expiration of the demolition permit, the applicant and lot owner shall cause the site to be restored not later than fourteen (14) days thereafter. Restoration of the site shall include permanent disconnection of sewer and water services at the respective mains; removal and proper disposal of all rubbish and debris;

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removal of all tree and protective fencing; restoration of all damaged public property; restoration of any damage to adjacent properties; and final grading and seeding of the site in accordance with an approved stormwater drainage plan. Erosion control measures will be required until authorized by the Village to be removed. If weather does not allow final grading and seeding to be completed, the ~~Director of Building and Zoning~~ **Manager or designee** may allow rough grading of the site and necessary erosion control measures until weather conditions permit final grading and seeding.

Sec. 6-10.1. Demolition Completion Bond; Amount; Replenishment:

No demolition permit shall be issued for any ~~habitable~~ structure unless the owner or demolition contractor (the "applicant") first provides the Village with a performance guarantee in the form of a cash security deposit or an irrevocable letter of credit as follows:

(a) An irrevocable letter of credit shall be issued by State or national bank or savings institution authorized to do business in the State of Illinois and acceptable to the Village, and shall remain in full force and effect for a period of at least six (6) months after the effective date of the demolition permit, or until the ~~Director of Building and Zoning~~ **Manager or designee** certifies that the site has been restored in accordance with the terms and conditions of the demolition permit and this article. The failure of the applicant to complete the demolition and site restoration prior to the expiration of the demolition permit in accordance with the terms and conditions of the demolition permit, this article and all other applicable codes and ordinances of the Village shall be considered a default by the applicant and the issuing institution and will authorize the Village to draw upon the credit for payment or reimbursement of all costs incurred or to be incurred by the Village in securing the site, completing the demolition, restoring the site in whole or in part, and/or restoring damaged public property.

(b) The failure of the applicant to complete the demolition and site restoration prior to the expiration of the demolition permit in accordance with the terms and conditions of the demolition permit, this article and all other applicable codes and ordinances of the Village shall be considered a default by the applicant and will authorize the Village to draw upon a cash security deposit posted by the applicant as a performance guarantee for payment or reimbursement of all costs incurred or to be incurred by the Village in securing the site, completing the demolition, restoring the site in whole or in part, and/or restoring damaged public property.

(c) The performance guarantee shall be in an amount set forth in the annual fee resolution adopted by the Corporate Authorities. Such performance guarantee is in addition to all other application fees, costs and bonds required by the Village.

(d) In the event that the performance guarantee is not sufficient to complete the demolition and restoration of the site, or to reimburse the Village for costs incurred or to be incurred in completing the demolition and restoration of the site, including administrative costs and legal fees, it shall be the duty of the

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applicant to replenish the performance guarantee and to reimburse the Village for such costs within fourteen (14) days after written demand by the Village.

(e) The Village shall return the performance guarantee, or any unused portion thereof, without interest, to the applicant within thirty (30) days after demolition and restoration of the site has been approved as completed by the ~~Director of Building and Zoning~~ **Manager or designee**.

Sec. 6-10.2. Village Right ~~To~~ **to** Complete Demolition ~~And~~ **and** Site Restoration:

Every permit authorizing demolition of a habitable building or structure issued pursuant to this chapter is conditioned on the agreement of the applicant and the owner of the subject property, as evidenced by acceptance of a demolition permit issued by the village, that:

(a) In addition to all other rights afforded to the village, the village shall have the right following notice as provided in subsection (b) of this section to enter the property and to complete the demolition work and site restoration, or to correct any defect or deficiency in the performance and completion of such work, using the village's own forces or outside forces contracted for that purpose in the event of any failure or default by the applicant or property owner in properly performing and completing work authorized by said permit.

(b) The village shall give the applicant seven (7) days' prior written notice to cure the defect or deficiency in the performance and completion of such work and an opportunity to cure such defect or deficiency or to provide adequate assurance acceptable to the ~~director of building and zoning~~ **Manager or designee** that such defect or deficiency will be cured within fourteen (14) days, or within such other period of time as may be approved by the ~~director~~ **Manager or designee** for good cause shown by the applicant. The ~~director~~ **Manager or designee** may require immediate action to correct defects or deficiencies that, in the opinion of the ~~director~~ **Manager or designee**, pose a threat to public health or safety or to contiguous property.

(c) The village shall have the right to draw on the performance guarantee provided by the applicant or the owner for the cost incurred or to be incurred by the village's work, completing such work or correcting any defect or deficiency in the performance and completion of such work, including, any fines, penalties or costs that have been assessed or imposed on the applicant or the subject property as a consequence thereof.

(d) The village shall have a lien against the subject property for the costs incurred by the village in completing such work, for correcting any defect or deficiency in the performance and completion of such work, and for any penalties, fees or costs assessed or imposed on the applicant or the subject property.

(e) No building or occupancy permits shall be issued for the subject property until the demolition work and site restoration has been completed and all penalties, fees and costs incurred by the village have been paid or reimbursed to the village.

Additions are bold and double-underlined; deletions are struck through.

Sec. 6-11. Freezing Permit Pending Zoning Change:

(a) No permit for the erection of any building or any structure, or license or permit for the conduct of any use, shall be issued for a period of three (3) months after the question of amending the zoning ordinance so as to prohibit the use or building contemplated in the area concerned has been referred by the board of trustees to a board of commission to hold a public hearing on the question of adopting such amendment. Provided, that if final action by the village board is not taken on the question within three (3) months of the time the matter is so referred to hold a public hearing, the permit shall issue, if otherwise lawful.

(b) If within such three (3) month period the governing body of the village shall pass an ordinance amending the zoning ordinance so as to prohibit such building, structure or use, no such permit shall be issued.

(c) If a permit for any such building or structure, or a license for the conduct of any such business or use, has been issued prior to such reference, but the business or use has not been established, or no substantial part of the construction has been completed at the time of such reference, such license or permit shall be suspended and no action taken thereunder for a period of three (3) months after the questions of amending the zoning ordinance has been so referred.

(d) If final action by the village board is not taken on the question within three (3) months of the time of reference, the rights under the permit or license may be exercised.

(e) If within such three (3) month period the governing body of the village shall pass an ordinance prohibiting the use, building or structure on the site involved, such prohibition shall be applicable to the holder of such permit or license.

Sec. 6-12. Fallout Shelters; Permit Required:

(Rep. by Ord. 0-94-29, 7-18-1994)

Sec. 6-13. Height ~~Of~~ of Buildings:

(Rep. by Ord. 0-83-39, 10-17-1983)

Sec. 6-13.1. Foundation Height:

(a) The top of any foundation shall not be less than a minimum of one foot (1'), nor exceed a maximum of two and one-half feet (2 1/2') above the top of the curb. Elevations shall be measured from a point midway across the front of the lot. If no curb exists, the finished centerline grade of the street shall be substituted for the curb as a point of measurement. Variations from these standards will be permitted only upon satisfaction of both of the following conditions:

(1) Developer demonstrates that the proposed foundation height will be in harmony with the existing nearby structures, and

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(2) Physical conditions exist which prevent the developer from adhering to the requirements.

When a variation is requested, it shall be reviewed and approved or rejected by the community development group, consisting of the village engineer, director of public works, director of planning and the ~~director of building and zoning~~ **Manager or designee**. The corporate authorities hereby designate and appoint said body to make recommendations to the board of trustees with respect to variation requests. Thereafter, the board of trustees shall either accept or reject said recommendations and grant or deny the variation request.

(b) An inspection shall be made by the engineering department in conjunction with the building department inspection after the foundation forms are set. Concrete shall not be poured for the foundation until approval following inspection is obtained. An additional inspection will be made by the engineering department in conjunction with the building department after the site has been finish graded to determine compliance with the grading plan, prior to the issuance of a certificate of occupancy. Cost of such additional inspection shall be borne by the developer.

Sec. 6-14. Contractor's Bond; Provisions:

(a) No person shall commence work on any excavation or on any construction work in the village involving driving or hauling machinery, trucks or equipment over any parkway or sidewalk or involving excavating or leveling of any parkway or sidewalk area, unless the person doing such work shall first have filed with the village a bond, with corporate surety, conditioned to indemnify the village for any damage done to any village property, including any curb, pavement, cable, pipe, shutoff box or other equipment, in the course of such work.

(b) Where the work contemplated includes the marking of any excavation for any structure or foundation, the bond shall also be conditioned that the building or structure contemplated shall be completed within one year from the date of commencement of the work or the excavation refilled and the surface restored to its original condition.

(c) Such bond shall be in the principal amount of ~~five~~ **twenty** thousand dollars (~~\$5,000.00~~) (**\$20,000**), payable to the village in the event of any breach of the conditions of such bond.

~~—(d) In lieu of such bond, a fifty dollar (\$50.00) deposit may be made by the contractor. Provided further, that any repairs or replacements or parkways or sidewalks shall be completed within three (3) months of the time such construction is finished.~~

Sec. 6-15. Enforcement ~~Of~~ **of** Provisions:

(a) It shall be the duty of the ~~building commissioner~~ **Manager or designee** and ~~any deputies~~ **staff** to enforce the provisions of this chapter.

Additions are bold and double-underlined; deletions are struck through.

(b) ~~The director of building and zoning~~ **Manager or designee** is hereby empowered to make such inspections as may be necessary to see to the enforcement of these provisions, and to make any tests or examinations of materials to be used, for the purpose of seeing if they comply with the provisions of this chapter.

Sec. 6-16. Stop **Work** Order:

(a) ~~The director of building and zoning~~ **Manager or designee**, or such other persons as may be authorized by the president and board of trustees, may order work stopped whenever any construction alteration or repair work is being done in violation of any provision of this chapter.

(b) Such stop **work** order, when oral, shall be followed by a written stop order within ~~twenty-four~~ **twenty-four** (24) hours **via a posting on the property, followed by a stop work order sent to the property owner via registered mail.**

(c) The property owner and the contractor(s) that performed the work shall be jointly and severally responsible for all fines and fees.

(d) Altering, removing, or defacing a stop work order is a violation of this section. Any person violating this section shall be fined in an amount set forth in the annual fine resolution.

~~—(e) No person shall continue to work in violation of a stop order until such order has been revoked by the person issuing it or by the president and board of trustees.~~

Sec. 6-17. Interpretation Powers; Limitations:

(a) Whenever in the building regulations it is provided that anything must be done to the approval of or subject to the direction of the ~~director of building and zoning~~ **Manager or designee** or any other officer of the village, this shall be construed to give such officer only the discretion of determining whether the rules and standards established by this code and ordinance have been complied with.

(b) No such provision shall be construed as giving any officer of the village discretionary powers as to what such regulations or standards shall be or power as to what such regulations or ordinance shall be in an arbitrary or discriminatory manner.

Sec. 6-18. ~~Conflicts; Specific Provision Of Chapter To Prevail:~~ **[RESERVED]**

~~—(a) The building regulations adopted by reference in this article shall be construed as supplemental to and in addition to the provisions of this chapter.~~

~~—(b) In the event of a conflict between the provisions of such adopted regulations and a specific provision of this chapter, the latter shall be followed.~~

Sec. 6-19. Building Permits; Time Limits:

Additions are bold and double-underlined; deletions are struck through.

The maximum time for completion of construction shall not exceed the following:

(a) Twelve (12) months from the date of issuance of a building permit for a new single-family residence.

~~(b) Nine (9) months from the date of issuance of a building permit for additions, alterations, modifications, repairs and improvements to an existing single-family residence having an estimated value of equal to or less than one hundred thousand dollars (\$100,000.00).~~

~~(e)(b) Twelve (12) months from the date of issuance of a building permit for additions, alterations, modifications, repairs and improvements to an existing single-family residence having an estimated value of greater than one hundred thousand dollars (\$100,000.00).~~

~~(d)(c) Twenty four~~ **Twenty-four** (24) months from the date of issuance of a building permit for construction other than single-family residential.

~~(e)(d)~~ All building permits or permits for grading under which the proposed construction has not been completed as evidenced by the issuance of a certificate of occupancy within the maximum time stated herein shall expire by limitation on the expiration of such time and no building construction, alteration or removal, or further site grading and drainage, shall take place after such expiration except as ~~authorized by the issuance of a new permit, or as directed by the director of building and zoning~~ **Manager or designee** to remedy or correct specific violations of the ordinances of the village. All fees paid on such expired permits shall be forfeited to the village.

(e) Permits that were issued then abandoned may be renewed. The applicant shall submit a written request to the Manager or designee for consideration. If approved, the renewal fee shall be in an amount set forth in the annual fee resolution adopted by the corporate authorities.

(f) An applicant may apply for a temporary 90-day certificate of occupancy with an escrow of \$1,000 for residential properties and \$2,000 for commercial properties, subject to change at the discretion of the Manager or designee, plus a flat fee for processing in an amount set forth in the annual fee resolution.

~~(f)(g)~~ Upon payment of the fee as provided for in section 6-79 of this chapter and in the annual fee resolution adopted by the corporate authorities, a building permit or permit for grading may be extended for a period not exceeding ~~four (4) months~~ **three four-month intervals** only upon the approval of the ~~director of building and zoning~~ **Manager or designee** and only in the event that the plans for construction comply with all aspects of this code and all other ordinances in effect at said time. **A building permit or permit for grading may be extended for up to four three-month periods. Thereafter, the applicant must appear before the corporate authorities and enter into an agreement with the village for any**

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further extensions. The Manager or designee reserves the right to require the applicant to apply for a new building permit.

Sec. 6-19.1. Construction Site Performance Bond; Amount; Replenishment:

(a) No building permit shall be issued for construction of any new single-family residence or for any alterations, additions or renovations to an existing single-family residence with a cost determined by the ~~director of building and zoning~~ **Manager or designee** to be in excess of one hundred thousand dollars (\$100,000.00) unless the owner or contractor (the "applicant") first provides the village with a performance guarantee in the form of: 1) a cash security deposit or 2) an irrevocable letter of credit issued by a state or national bank or savings institution **with an office in the state of Illinois and** authorized to do business in the state of Illinois, **in a form acceptable to the Village Attorney.**

(b) The performance guarantee for permits described in subsection (a) of this section shall be in an amount set forth in the annual fee resolution adopted by the corporate authorities. Such performance guarantee is in addition to all other application fees, costs and bonds required by the village.

(c) No building permit shall be issued for construction of any alterations, additions or renovations to an existing single-family residence, with an estimated value of construction determined by the ~~director of building and zoning~~ **Manager or designee** of up to one hundred thousand dollars (\$100,000.00), **or as deemed necessary by the Manager or designee for construction under one hundred thousand dollars (\$100,000.00),** unless the owner or contractor (the "applicant") first provides the village with a performance guarantee in the form of ~~determined by the Manager or designee~~: 1) a cash security deposit or 2) an irrevocable letter of credit issued by a state or national bank or savings institution **with an office in the state of Illinois and** authorized to do business in the state of Illinois, **in a form acceptable to the Village Attorney.**

(d) The performance guarantee for permits described in subsection (c) of this section shall be in an amount set forth in the annual fee resolution adopted by the corporate authorities. In no event, however, shall an applicant for a permit described in subsection (c) of this section be required to provide a performance guarantee in an amount greater than ten thousand dollars (\$10,000.00). Such performance guarantee is in addition to all other application fees, costs and bonds required by the village.

(e) The failure of the applicant to comply with the site grading and drainage regulations in article 10 of this chapter and the construction management regulations in article 11 of this chapter shall be considered a default by the applicant and will authorize the village to draw upon the performance guarantee for payment or reimbursement of all costs incurred or to be incurred by the village in taking remedial action for applicant's failure to comply.

(f) The failure of the applicant to comply with the construction time limits provided in section 6-19 of this chapter shall be considered a default by the

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applicant and will authorize the village to draw upon the performance guarantee for payment of the default penalties set forth in section 6-19.2 of this chapter.

(g) In the event that the performance guarantee is not sufficient to reimburse the village for remedial costs incurred by the village or for payment of default penalties in section 6-19.2 of this chapter for violation of the construction time limits provided herein, it shall be the duty of the applicant to replenish the performance guarantee and to reimburse the village for such costs within fourteen (14) days after written demand by the village.

~~—(h) The village shall retain a portion of the performance guarantee for a minimum of one year after issuance of a certificate of occupancy by the director of building and zoning. This is to secure that the site grading and stormwater drainage plan improvements for the site have been implemented as required by article 10 of this chapter and are performing as intended. If site corrections are made during that one year period to secure such performance, the performance guarantee shall be retained for one additional year to guarantee satisfactory performance. The retainage shall be five thousand dollars (\$5,000.00) for permits described in subsection (a) of this section and three thousand dollars (\$3,000.00) for the permits described in subsection (e) of this section. Upon completion of this performance guarantee period, the retainage or any unused portion thereof, shall be returned, without interest, to the applicant.~~

~~⌚~~ (h) The village shall return the performance guarantee or any unused portion thereof, without interest and without the retainage described in subsection (h) of this section, to the applicant within thirty (30) days after the issuance of a certificate of occupancy by the ~~director of building and zoning~~ **Manager or designee**, provided that applicant is not then in violation or default of the requirements of this chapter.

Sec. 6-19.2. Failure To Comply With Construction Time Limits; Default Penalties:

~~—Every building permit authorizing construction of a new single family residence or alterations, additions or renovations to an existing single family residence with a cost in excess of one hundred thousand dollars (\$100,000.00) is conditioned on the agreement of the permit applicant and the owner of the subject property, as evidenced by acceptance of the building permit issued by the village, in addition to all other rights and remedies available to the village, that:~~

(a) Failure of the applicant or property owner to complete all ~~exterior~~ project construction, **site requirements**, ~~(excluding punch list items)~~ and final site grading and drainage within the time limits provided in section 6-19 of this chapter, shall authorize imposition of the following penalties:

(1) For the first thirty (30) days that the project remains incomplete, there shall be a ~~penalty of twenty five dollars (\$25.00) per day~~ **daily penalty as set forth in the annual fine resolution.**

Additions are bold and double-underlined; deletions are struck through.

(2) For the thirty first through sixtieth days that the project remains incomplete, there shall be a ~~penalty of one hundred dollars (\$100.00) per day~~ **daily penalty as set forth in the annual fine resolution.**

(3) For the sixty first through one hundred twentieth days that the project remains incomplete, there shall be a ~~penalty of two hundred fifty dollars (\$250.00) per day~~ **daily penalty as set forth in the annual fine resolution.**

(4) For the one hundred twenty first and any additional days thereafter that the project remains incomplete, there shall be a ~~penalty of five hundred dollars (\$500.00) per day~~ **daily penalty as set forth in the annual fine resolution.**

~~—(b) Failure of the applicant or property owner to complete all project construction as evidenced by the issuance of a final occupancy permit within the time limits provided in section 6-19 of this chapter shall authorize imposition of the following penalties:~~

~~—(1) For the first thirty (30) days that the project remains incomplete, there shall be no penalty.~~

~~—(2) For the thirty first through sixtieth days that the project remains incomplete, there shall be a penalty of fifty dollars (\$50.00) per day.~~

~~—(3) For the sixty first through one hundred twentieth days that the project remains incomplete, there shall be a penalty of one hundred twenty five dollars (\$125.00) per day.~~

~~—(4) For the one hundred twenty first and any additional days thereafter that the project remains incomplete, there shall be a penalty of two hundred fifty dollars (\$250.00) per day.~~

Sec. 6-19.3. Appeal Of Penalties:

(a) A penalty imposed pursuant to section 6-19.2 of this chapter may be appealed to the board of trustees on the grounds that the property owners were unable to comply with the construction time limit for the following reasons:

- (1) Labor strikes and stoppages.
- (2) Natural disasters.
- (3) Fire or other casualty loss to the project.

~~(4) Other unforeseeable reasons beyond the control of the owners and the owners' contractors, agents and representatives, but not including delays caused by weather; delays caused by the use of custom or imported materials; delays caused by the use of highly specialized contractors; delays caused by the failure of material suppliers to provide materials in a timely manner; delays associated with project financing; or, delays caused by significant, numerous or late design changes.~~

(b) An appeal of penalties imposed pursuant to section 6-19.2 of this chapter must be filed in writing with the village clerk within fourteen (14) days from **Additions are bold and double-underlined;** ~~deletions are struck through.~~

the date of construction completion accompanied by payment of a nonrefundable appeal fee in the amount set forth in the annual fee resolution adopted by the corporate authorities. The village manager shall conduct a hearing and shall submit written findings of fact and a recommendation to the board of trustees to affirm, modify or cancel the penalty. The village board shall determine, based on the findings of fact and recommendation of the manager, whether to affirm, modify or cancel the penalty.

(c) When appealing penalties assessed pursuant to section 6-19.2 of this chapter, the appellant shall submit documentary and other evidence sufficient to establish that design decisions, construction drawings and documents, bids and construction contracts, permit applications, and compliance with all required permit conditions were undertaken in a diligent and timely manner. Required documentary and other evidence shall demonstrate to the village board's satisfaction that construction delay resulted from circumstances fully out of appellant's control and despite diligent and clearly documented efforts to achieve construction completion within the construction time limits established by this article.

Sec. 6-19.4. Administration ~~And~~ and Enforcement; Denial ~~Of~~ of Permits:

(a) All property owners, their contractors, and any other person or entity engaged in activities regulated by this chapter are responsible for ensuring compliance with the provisions of this chapter, and may be held liable for violations thereof.

(b) In the event that a contractor or a person other than a property owner violates the provisions of this chapter, the Village may hold all such violators, as well as the applicable property owner, liable for the violation.

(c) Unless otherwise specified in this chapter, any violation of the provisions of this ~~article~~ chapter, including the International Building Codes adopted pursuant to section 6-2 of this code, shall be an offense punishable by a fine ~~of not less than two hundred dollars (\$200.00) and not more than two thousand dollars (\$2,000.00), and each day~~ set forth in the annual fine resolution and each day on which a violation occurs or continues shall be deemed a separate offense.

(d) Failure of the owner or contractor ("applicant") of a new single-family residence to promptly cure any violation of the provisions of this article shall be cause for the ~~director of building and zoning~~ Manager or designee to refuse the issuance of further permits requested by the applicant for the demolition of existing single-family residential structures, or for building new single-family residences, until the existing violations are cured or resolved to the satisfaction of the ~~director~~ Manager or designee.

Article 2. ~~Fire Limits~~ [RESERVED]

Sec. 6-20. ~~Boundaries~~ [RESERVED]

Additions are bold and double-underlined; deletions are struck through.

~~The fire limits of the village shall include those portions of the village included in the village center map contained in the comprehensive plan of the village of Deerfield as adopted February 19, 1979.~~

Sec. 6-21. ~~Exterior Coverings; Nonflammable Material; Exemption:~~ **[RESERVED]**

~~No person shall construct or erect any building or structure within the fire limits unless the exterior walls and roof of such building or structure are covered with or constructed of nonflammable material; provided, that this section shall not operate to prohibit the construction of wooden porches, balconies or ornamental work no higher than the second story of such building or structure.~~

Sec. 6-22. ~~Repairs To Existing Frame Building:~~ **[RESERVED]**

~~(a) No person shall repair any existing frame building within the fire limits after the same shall be damaged by any cause to the extent of fifty percent (50%) of its value.~~

~~(b) Any existing frame building within the fire limits may be brick veneered or veneered with other noncombustible material.~~

Article 3. Dangerous Buildings

Sec. 6-23. ~~Definitions:~~ **[RESERVED]**

~~(a) The term "dangerous building" or "dangerous excavation" as used in this article, is hereby defined to mean and include:~~

~~(1) Any building or excavation, shed, fence, or other manmade structure which is dangerous to the public health because of its condition, and which may cause or aid in the spread of disease or injury to the health of the occupants of it or of neighboring structures;~~

~~(2) Any building or excavation, shed, fence, or other manmade structure which because of faulty construction, age, lack of proper repair or any other cause, is especially liable to fire, and constitutes or creates a fire hazard;~~

~~(3) Any building or excavation, shed, fence, or other manmade structure which, by reason of faulty construction or any other cause is liable to cause injury or damage by collapsing or by a collapse or fall of any part of such structure;~~

~~(4) Any building or excavation, shed, fence, or other manmade structure which because of its condition, or because of lack of doors or windows is available to and frequented by malefactors or disorderly persons who are not lawful occupants of such structure;~~

~~(5) Any building or excavation, shed, fence, or other manmade structure which because of its condition, or because of lack of doors or windows, is available to entry by, and is a hazard to, uninvited persons;~~

Additions are bold and double-underlined; deletions are struck through.

~~—(6) Any building, shed, fence, or other manmade structure which has become or is so dilapidated or decayed or unsafe or unsanitary that it is unfit for human habitation, or is a hazard to neighboring structures or the occupants of neighboring structures;~~

~~—(7) Any building, shed, fence, or other manmade structure which has been damaged by fire, wind or other causes so as to have become dangerous to the life, safety, health or welfare of the occupants of such structure, or the occupants of neighboring structures.~~

~~—(b) The term "building" as used in this article shall mean any building or structure designed, constructed, intended or used for human occupancy or habitation.~~

~~—(c) The term "owner" means every person, entity, agent, firm or corporation, who independently, jointly or severally with others:~~

~~—(1) Has legal or equitable title to any building, or the premises on which such building is located;~~

~~—(2) Has care, charge, possession, custody or control of any building in any capacity, including, but not limited to, agent, executor, administrator, trustee or guardian.~~

Sec. 6-24. Dangerous Building Prohibited: **[RESERVED]**

~~—(a) No person shall maintain or permit the existence of any dangerous building or dangerous excavation in the village.~~

~~—(b) No person being the owner, occupant or person in custody of any dangerous building or dangerous excavation shall permit the same to remain in a dangerous condition.~~

~~—(c) Any dangerous building or dangerous excavation in the village is hereby declared to be a public nuisance.~~

~~—(d) The director of building and zoning is hereby empowered to make such inspections as may be necessary to see to the enforcement of this section, and to make any test or examination of materials, structures or other conditions to assist with the enforcement of this section.~~

Sec. 6-25. Abatement Of Dangerous Building; Procedure:

(a) When the director of building and zoning, or the health officer **Manager or designee** shall be of the opinion that any building in the village is a dangerous building, or that any excavation in the village is a dangerous excavation, he shall file a written statement to this effect with the village manager **the Manager or designee shall cause written notice to be posted upon the property.**

~~—(b) The manager shall thereupon, cause written notice to be served upon the owner thereof by certified mail, return receipt requested, or by personal service. In the event that service in this fashion is unsuccessful, it shall be~~

Additions are bold and double-underlined; deletions are struck through.

~~sufficient service upon the owner to send such written notice by first class United States mail, with proper postage prepaid, to the last taxpayer of record of the premises on which the building or excavation is located as listed in the records of the Lake County treasurer or Cook County treasurer.~~

~~—(c) Such notices shall state the building or excavation has been declared to be in a dangerous condition and a public nuisance, that such public nuisance must be removed or remedied by repairing, altering, or demolishing the building, or by completing, removing or filling the excavation, and that the condition must be remedied at once.~~

(~~db~~) Such notice may be in the following form directed to one or more of the owners of the premises on which the building is located:

You are hereby notified that [describe building or excavation] on the premises above described has been condemned as a [dangerous building or dangerous excavation] and a public nuisance after inspection by the [~~Director of Building and Zoning or the Health Officer~~ **Manager or designee**].

You must either (i) remedy this condition by [repairing, altering, or demolishing the building, or by completing, removing or filling the excavation], in accordance with the applicable requirements of the Municipal Code of the Village of Deerfield, ~~within fourteen (14) days after the date of this notice~~ **as directed by the Manager or designee**; or (ii) appeal the determination that the building or excavation is dangerous as defined in Section 6-23 of the Deerfield Municipal Code to the Board of Appeals as provided in Section 13-1 of the Code within twenty (20) days after the date of the notice.

(~~ec~~) It shall be a violation of this article if the person receiving such notice has not remedied the dangerous condition as identified in such notice, ~~within fourteen (14) days from the time when this notice is served upon such person~~ **as directed by the Manager or designee**, or taken an appeal from the finding that a dangerous building or dangerous excavation exists ~~within twenty (20) days from the time when this notice is served upon such person~~ **as directed by the Manager or designee**.

Sec. 6-25A. Enforcement ~~And~~ **and** Penalties:

(a) Any person found to have violated any provision of this article shall be subject to a fine ~~of not less than one hundred dollars (\$100.00) per day, and not more than seven hundred fifty dollars (\$750.00) per day,~~ **in an amount set forth in the annual fine resolution, per day,** per violation, in addition to any other legal or equitable remedies available to the village, including, but not limited to, injunctive relief, application to a court of competent jurisdiction for appointment of a receiver, demolition, condemnation, securing the building or excavation, and summary abatement of nuisance.

(b) A separate and distinct offense shall be deemed committed on each day or part thereof on which such violation exists or continues.

(c) If the person receiving the notice provided in section 6-25 of this chapter to abate a public nuisance fails to either remedy the dangerous conditions as

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identified in such notice, or appeal the finding that a dangerous building or dangerous excavation exists to the board of appeals, in addition to any other legal or equitable remedies available to the village, the ~~director of building and zoning~~ **Manager or designee**, upon orders of the president and board of trustees, may proceed to remedy the public nuisance condition or demolish the dangerous building.

(d) Costs incurred by the village to abate the public nuisance or to remedy the dangerous conditions as identified in the notice provided pursuant to section 6-25 of this chapter shall be reimbursed by the owner of the property, and the village shall have a lien upon the property for the costs incurred by the village to abate the public nuisance or to otherwise remedy the dangerous condition, **including attorney's fees and costs and** any penalties or fees assessed or imposed upon the owner or the subject property.

(e) Except as necessary to comply with this article, no building or occupancy permits shall be issued for a property that has been found to be a public nuisance pursuant to notice as provided in section 6-25 of this chapter until the public nuisance has been abated, the dangerous condition remedied, all demolition and site restoration work has been completed in accordance with the requirements of this code, and all costs, penalties or fees have been paid or reimbursed to the village.

~~Sec. 6-26. Building within fire limits damaged by fire, decay or other cause.~~
[RESERVED]

~~—(a) Any building or structure within the fire limits of the Village as prescribed in this Code which has or may be damaged by fire, decay, or other cause to the extent of fifty percent (50%) of its value, shall be torn down and removed.~~

~~—(b) Upon written notice by the Director of Building and Zoning or the Health Officer filed with the Village Manager, the Manager shall notify the President and Board of Trustees of the receipt of such notice. The President and Board of Trustees shall then appoint a committee of three (3) persons to determine whether or not such building or structure has been damaged to the extent of fifty percent (50%) of its value.~~

~~—(c) Copy of the notice of the appointment of such committee of three (3) persons to determine the damage shall be served upon the owner or the premises by personal service or by registered mail to his last known address.~~

~~—(d) Such notice shall be in substantially the following form:~~

~~— "To _____,~~

~~— You are hereby notified that _____ has determined that the building owned by you at _____ located within the fire limits of the Village has been damaged by fire, decay or otherwise to the extent of fifty percent (50%) of its value and that a committee of three (3) members has been appointed to verify this finding, which committee will hold its first meeting in~~

Additions are bold and double-underlined; deletions are struck through.

~~the Village Hall on the _____ day of _____ at the hour of _____ o'clock, at which time it will determine whether this finding is correct.~~

~~— If this finding is verified by the committee, you must tear down and remove the said building.~~

~~— If the said committee of three (3) members determines that the building in question has been damaged to the extent of fifty percent (50%) of its value, it shall be the duty of the owner to tear down or remove the said building within thirty (30) days after the finding of the committee; and it shall be unlawful to occupy or permit such building to be occupied after such finding."~~

Article 4. Building Operations

Sec. 6-27. ~~Use of streets; regulations and requirements.~~ **[RESERVED]**

~~— (a) The use of streets for the storage of materials in the process of construction or alteration of a building may be granted where the same will not unduly interfere with traffic and will not reduce the usable width of the roadway to less than eighteen (18) feet.~~

~~— (b) No portion of the street other than that directly abutting on the premises on which work is being done shall be used excepting with the consent of the owner or occupant of the premises abutting on such portion.~~

~~— (c) Any person seeking to make such use of a street shall file an application for a permit therefor with the Manager, together with a bond with sureties to be approved by the Manager to indemnify the Village for any loss or damage which may be incurred by such occupation.~~

Sec. 6-28. ~~Night time construction or alteration operations prohibited.~~ **[RESERVED]**

~~No building construction or altering operations shall be carried on in the night time if the same are accompanied by loud and raucous noises which either annoys, injures or endangers the comfort, repose, health or safety of other persons.~~

Sec. 6-29. Sidewalks; obstruction; removal; special permit.

(a) No sidewalks shall be obstructed in the course of building construction or alteration without a special permit from the Manager **or designee.**

(b) Whenever the removal of a sidewalk is required, in such work, a special permit from the Manager **or designee** shall be obtained.

Sec. 6-30. Safeguards required for construction, alteration or wrecking work.

(a) It shall be the duty of the person doing any construction, altering or wrecking work in the Village to do the same with proper care for the safety of persons and property. Warnings, barricades and lights shall be maintained whenever necessary for the protection of pedestrians or traffic.

Additions are bold and double-underlined; deletions are struck through.

(b) Temporary roofs over sidewalks shall be constructed whenever there is danger from falling articles or materials to pedestrians.

Sec. 6-30A. Temporary emergency occupancy.

(a) In the event of destruction of a dwelling within the fire limits of the Village to the extent set forth in Section 6-26 either by fire or act of God, the owner of said dwelling may apply for a temporary dwelling permit to the Mayor and Board of Trustees specifying the nature of said temporary dwelling and the duration of such occupancy.

(b) Upon receipt of said application the Mayor and Board of Trustees may, at their discretion, approve or deny said application and as part of any approval impose such time limitations and such other conditions as they deem appropriate upon the temporary emergency occupancy.

(c) The temporary dwelling permit herein described may be issued notwithstanding the provisions of Section 12.7(a) prohibiting occupancy of a premises by a nonresidential building or structure.

Article 5. Moving Buildings

Sec. 6-31. Permit Required:

(a) No person shall move any building on, through, or over any street, alley, sidewalk or other public place in the village without having obtained a permit ~~therefor from the president and board of trustees.~~

(b) Applications for such permits shall be made in writing to the ~~village manager~~ **Manager or designee** and shall state thereon the proposed route and the number of days it is intended that the building should occupy any portion of any street, alley, sidewalk or other public place.

Sec. 6-32. Fees ~~For~~ **for** Removal ~~Of A~~ **of a** Building ~~Or~~ **or** Structure:

For a permit for the removal of a building or structure from one lot to another or for a permit for the removal of a building or structure to a new location within the same lot, the fees shall be as provided for in section 6-79 of this chapter and in the annual fee resolution adopted by the corporate authorities.

Sec. 6-33. Fee ~~For~~ **for** Demolition ~~Of A~~ **of a** Building ~~Or~~ **or** Structure:

(a) For a permit for the demolition of a building or structure, the fee shall be as provided for in section 6-79 of this chapter and in the annual fee resolution adopted by the corporate authorities.

(b) In case of abandonment or discontinuance, the cost of work performed under a permit may be estimated, an adjustment of the fee made and the portion of the fee for uncompleted work returned to the permit holder, provided that no refund of a prescribed minimum fee shall be made. If such discontinuance is due to revocation of a permit, a similar adjustment and return may be made, provided that no refund shall be made until all penalties incurred or imposed by due authority have been collected. After such a refund

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has been made, no work shall be resumed until a new application has been made and a new permit has been issued.

(c) The term "estimated cost" as used in this section means the reasonable value of all services, labor, materials, and use of scaffolding and other appliances or devices entering into and necessary to the prosecution and completion of the work ready for occupancy; provided that the cost of excavation or grading, and of painting, decorating or other work that is merely for embellishment or not necessary for the safe and lawful use of the building or structure is not deemed a part of such estimated cost.

Sec. 6-34. ~~Bond Required:~~ **[RESERVED]**

~~—Every person applying for a permit under this article shall submit with his application a bond with a lawful corporate surety to be approved by the president and board of trustees, conditioned on compliance with all the provisions of this article, and agreed to pay and holding the village harmless from any claim which may be made against it by reason of the occupation of any street, alley, sidewalk or other public place by the building or structure moved.~~

Sec. 6-35. Lights ~~And~~ **and** Warnings Required:

(a) Whenever a street or alley is blocked by a house or structure which is being moved, warnings to that effect shall be placed by the police department so as to warn vehicles and persons from entering that portion of the street blocked.

(b) The person, moving any building through the streets shall keep warning signs and lanterns or lights at night on the building so as to guard against any person or vehicle from colliding with it.

Sec. 6-36. Interference ~~With~~ **with** Wires ~~Or or~~ Cables ~~Of A of a~~ **of a** Public Utility:

Whenever it shall be necessary to interfere with wires or cables of a public utility in moving a building the terms of any special franchise ordinance governing shall apply and the bond therein specified shall be given. If no such terms apply then the manager shall estimate the expense of fixing the wires and the bond to be given to cover this. (1963 Code § 22.605)

Sec. 6-37. Protection ~~Of of~~ Fire Alarm Wire ~~Or or~~ Pole Required:

When any person moving a building shall approach any fire alarm wire or pole which shall be endangered by the removal of such building, it shall be the duty of the mover to notify the director of public works at least six (6) hours before reaching such wire or pole so that they may be removed or cared for by the authorities of the village.

Article 7. ~~Swimming Pools~~ **[RESERVED]**

Sec. 6-45. ~~Compliance Required:~~ **[RESERVED]**

Additions are bold and double-underlined; deletions are struck through.

~~—No person shall construct, maintain, install or remodel any swimming pool in the village except in compliance with the provisions of this article.~~

Sec. 6-46. Definitions: **[RESERVED]**

~~—As used in this article:~~

~~—(a) Swimming Pool: An artificial or semiartificial container, whether indoors or outdoors, and whether above or below the surface of the ground, or both, intended to contain a body of water having a depth at any point of more than two feet (2'), used or intended to be used for the purpose of immersion or partial immersion of human beings, together with all permanent structures, equipment, appliances and other facilities used or intended for use in and about the operation, maintenance and use of such pool.~~

~~—(b) Private Residential Swimming Pool: A swimming pool located in or on a premises used as a single family dwelling unit, or two family dwelling, used and intended to be used solely by the owner or lessees of the aforesaid premises and his family and friends invited to use it without payment of any fee or consideration.~~

~~—(c) Public Pool: Any other swimming pool.~~

~~—(d) Spa Or Hot Tub: A hydromassage pool, or tub for recreational or therapeutic use, with a water surface area of one hundred (100) square feet or less, located in other than healthcare facilities, designed for the immersion of users and usually having a filter, heater, and motor driven blower. The spa or hot tub may be installed indoors or outdoors and on, or in, the ground or supporting structure and is not designed to be drained or discharged after each use. The provisions of this article, other than those contained in subsection 6-47(a) of this article, shall not apply to a spa or hot tub.~~

Sec. 6-47. Permit Required; Compliance: **[RESERVED]**

~~—(a) No person shall proceed with the construction, installation, enlargement or alteration of any spa, swimming pool and appurtenances thereto within the village unless a permit therefor shall first have been obtained from the director of building and zoning. A permit application shall be submitted together with plans as set forth in subsection (c) of this section.~~

~~—(b) Each application for permit to construct a public pool shall be accompanied by an approval permit for the construction issued by the Illinois state department of public health in accordance with provisions of the Illinois state swimming pool law.~~

~~—(c) All plans and drawings shall be drawn to a scale of not less than one-eighth (1/8) of an inch to the foot. Blueprints or drawings by some process that will not fade or obliterate will be required. All distances and dimensions shall be accurately figured and drawings made explicit and complete, showing lot line and including information pertaining to the pool, walk, and fence construction, water supply system, drainage and water disposal systems and all appurtenances pertaining to the swimming pool. Detail plans and~~

Additions are bold and double-underlined; deletions are struck through.

~~elevations shall also be provided in accordance with the building code of the village.~~

~~—(d) All swimming pools, appurtenances, water supply and drainage systems shall be constructed in conformity with the approved plans. If any deviations from such plans are desired, a supplementary plan covering that portion of the work involved shall be filed for approval and shall conform to the provisions of this article.~~

~~—(e) Swimming pools and aboveground appurtenances shall be located only in the side or rear yard, as the same are defined in the village zoning ordinance, and not nearer than ten feet (10') to any lot line nor nearer than ten feet (10') to the principal structure on the lot, provided that the board of trustees may vary the foregoing requirements in cases of unusual hardship occasioned by the peculiar size or shape of a lot or topographical condition thereof.~~

Sec. 6-48. Fences And Gates: **[RESERVED]**

~~—All outdoor swimming pools shall be completely enclosed by a fence. All fence openings or points of entry into the pool area enclosure shall be equipped with gates. The fence and gates shall be a minimum four feet (4') in height above the walk grade level and shall be constructed of a minimum number 9 gauge woven wire mesh corrosion resistant material, or material approved by the Building Commissioner. All gates shall be equipped with self closing and self latching devices placed at the top of the gate and made inaccessible to small children, or the fence may be constructed around the entire property with all of the above protections.~~

Sec. 6-49. [Reserved]:

Sec. 6-50. [Reserved]:

Sec. 6-51. [Reserved]:

Article 9. ~~Standard Specifications For Facilities For The Handicapped Code~~
[RESERVED]

Sec. 6-56. ~~Adoption Of Code:~~ **[RESERVED]**

~~—There is hereby adopted by the president and board of trustees for the purpose of establishing standard specifications for facilities for the handicapped, that certain code attached hereto and made a part hereof to be known as the "village of Deerfield standard specifications for facilities for the handicapped", of which not less than three (3) copies have been and are now filed in the office of the director of building and zoning of the village of Deerfield and the same are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this article shall take effect, the provisions thereof shall be controlling within the corporate limits of the village of Deerfield.~~

Sec. 6-57. Enforcement: **[RESERVED]**

Additions are bold and double-underlined; deletions are struck through.

~~—The standard specifications for facilities for the handicapped code shall be enforced by the director of building and zoning of the village of Deerfield.~~

Sec. 6-58. Saving Provisions: **[RESERVED]**

~~—Nothing in the village of Deerfield standard specifications for facilities for the handicapped code, as hereby adopted shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired, or liability incurred, nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby, nor shall any right or remedy of any character be lost, impaired or affected by this article.~~

Sec. 6-59. Validity: **[RESERVED]**

~~—The invalidity of any section or provision of the village of Deerfield standard specifications for facilities for the handicapped code, as hereby adopted shall not invalidate other sections or provisions thereof.~~

Article 11. Construction Management

Sec. 6-69. Definitions:

For purposes of this article, the following words and phrases shall have the following meanings:

Applicant: Individually and collectively, the owner of a construction site or of a commercial construction site and the applicant for a building permit for the construction site or the commercial construction site.

Commercial Construction Site: A lot, block, tract or parcel of land under unified ownership within a nonresidential zoning district in the village of Deerfield upon which construction is to take place.

Construction: Any work on a construction site or on a commercial construction site that: a) requires the issuance of a demolition permit; or b) requires the issuance of a building permit for work that will cause or result in grading, filling or excavation of the site, or the increase in the impervious surface coverage of the site. For purposes of this article, "construction" does not include work on a construction site or on a commercial construction site owned by the village of Deerfield.

Construction Site: A lot, block, tract or parcel of land under unified ownership within a residential zoning district in the village of Deerfield upon which construction is to take place.

Critical Root Zone: The circular area under a tree determined by a ~~one-foot~~ **one-foot** (1') radius for each one inch (1") in diameter of the trunk of the tree measured at a point four and one-half feet (4 1/2') above the existing grade at the base of the tree.

~~Director: The director of community development, or his or her designee.~~

Sec. 6-70. General Provisions:

Additions are bold and double-underlined; deletions are struck through.

(a) The applicant shall maintain the site and adjoining public ways and public property in a safe and clean condition, including, but not limited to, compliance with the minimum standards and requirements set forth herein for security fencing, protection of public property and landscaping, sanitation, facilities for the collection and removal of debris, traffic and parking control, loading and storage, until construction of all improvements on the site has been completed and, if applicable, a certificate of occupancy has been issued.

(b) Applicant shall provide the ~~director of building and zoning~~ **Manager or designee** with a telephone number for ~~twenty-four~~ **twenty-four** (24) hour emergency contact with the applicant or the general contractor.

(c) Applicant must cause notice of any demolition or construction that requires a Village permit to be given by posting a sign in a prominent place on the subject property. The size, shape, color, and text of such sign shall be as required by the Village Department of Community Development. Such sign must include notice of the permitted hours for demolition and construction. The sign must be posted at the subject property not less than fourteen (14) days in advance of the commencement of demolition or construction unless a shortened period is approved by the Department of Community Development, and shall be maintained on the subject property until all work on the subject property has been completed and inspected by the Village, or until removal of the sign is approved by the Department of Community Development.

(d) Upon notice to the applicant that the site is not in compliance with the requirements of this article, applicant shall cause the site to be brought into full compliance with the requirements of this article within ~~twenty-four~~ **twenty-four** (24) hours.

(e) As a condition of any building permit issued for a site, applicant authorizes the village and its officers, agents and employees, in the event of any emergency, accident or violation of this article that affects or threatens to affect the site to the detriment of public health, safety and welfare, to enter upon the site and to take such actions as may be reasonably necessary or appropriate to respond to the emergency, accident or violation of this article.

Sec. 6-71. ~~Security Fencing:~~ **[RESERVED]**

~~—(a) Construction sites shall be enclosed by a security fence at all times from the commencement of any construction activities on the construction site, including, but not limited to, the delivery and/or storage of construction materials and equipment, until all of the following construction activities, if applicable, have been completed on the construction site:~~

~~—(1) Demolition of existing structures;~~

~~—(2) Excavating, backfilling and earthmoving;~~

~~—(3) Exterior storage of construction materials, equipment, vehicles, spoil or stockpiles;~~

Additions are bold and double-underlined; deletions are struck through.

~~—(4) Completion of building construction to the point where all buildings on the site are enclosed and secured against unauthorized entry.~~

~~—(b) Security fencing shall be chainlink or solid fencing with a height of not less than six feet (6'). Fencing shall be maintained along the full perimeter of the construction site or, with the approval of the director, to a smaller portion of the construction site where all of the above described construction activities will be confined to that part of the construction site.~~

~~—(c) The security fence shall be provided with an access gate, which shall be securely locked at the end of each workday and at all times when work is not being done on the construction site. Applicant shall pay a locking service fee in the amount as set forth in the annual fee resolution adopted by the corporate authorities to the village for each occasion on which the gate is left unlocked and the village locks or otherwise secures the gate against unauthorized access. In addition, each such violation shall result in a one day stop work order.~~

~~—(d) The applicant shall submit a site plan for approval by the director depicting the location of the security fencing and the tree protection fencing on the construction site at the same time as plans are submitted for permit approval for the site.~~

Sec. 6-71.1. Commercial Construction Site Security Fencing:

(a) For purposes of this section, an "excavation" is defined as an open and unguarded excavation on a commercial construction site that, at its greatest depth, will be three feet (3') or more belowground.

(b) A security fence shall be required for the following excavations on commercial construction sites:

(1) Excavations on a site abutting and contiguous to a lot containing residential dwellings, if the excavation is less than four hundred feet (400') from the abutting residential lot. If such an excavation is more than four hundred feet (400') from the abutting residential lot, the ~~director~~ **Manager or designee** shall apply the standards set forth in subsection (b)(2) of this section in determining if a security fence is required.

(2) Excavations that are proximate to places frequented by the public, including parks, schools, streets, sidewalks and places of business, and that the ~~director~~ **Manager or designee** determines would be a hazard if not protected. The ~~director~~ **Manager or designee** shall consider the following in determining if a security fence is required:

- (A) The proximity of the site to occupied buildings;
- (B) The proximity of the site to places frequented by the public;
- (C) The effectiveness of any existing fencing adjacent to the site;
- (D) The feasibility and effectiveness of fencing the site;

Additions are bold and double-underlined; deletions are struck through.

(E) The effectiveness of any security measures proposed by the applicant to deter entry to the site;

(F) The hazard presented by the activity occurring and materials used on the site;

(G) The expected duration of the open excavation; and

(H) Any other safety considerations. (Ord. 0-04-70, 12-20-2004)

(c) Security fencing required by this section shall:

(1) Be erected to fully enclose the excavation site;

(2) Be built to deter entry by unauthorized persons or vehicles;

(3) Be provided with an access gate, which shall be securely locked at the end of each workday and at all times when work is not being done on the construction site. Applicant shall pay a locking service fee in the amount as set forth in the annual fee resolution adopted by the corporate authorities to the village for each occasion on which the gate is left unlocked and the village locks or otherwise secures the gate against unauthorized access. (Ord. 0-12-36, 10-1-2012)

(d) Security fencing shall be ~~chainlink~~ **chain-link** or solid fencing with a height of not less than six feet (6').

Sec. 6-72. Tree Protection:

(Rep. by Ord. 0-05-9, 3-21-2005)

Sec. 6-73. Construction Debris ~~And~~ **and** Portable Toilet:

(a) Together with the plans submitted for permit approval, applicant shall submit a site plan for approval by the ~~director~~ **Manager or designee** showing the proposed location of all construction dumpsters and portable toilets.

(b) The applicant shall maintain the construction site in a safe and clean condition at all times, free and clear of construction debris and refuse generated by demolition, land development and construction activities.

(c) Construction debris and refuse containment facilities are required for all construction sites and shall be provided on the construction site within construction dumpsters of an appropriate size for the project, or within such other structures or containers as approved by the ~~director~~ **Manager or designee** for the project. All such dumpsters, structures or containers shall be covered or enclosed so as to be inaccessible to unauthorized persons at all times when workers are not present performing work on the construction site.

(d) The applicant shall cause all construction debris and refuse to be picked up from the grounds of the construction site and deposited into approved construction debris and refuse containment facilities not less often than at the end of each workday. The applicant shall further cause all construction debris and refuse to be collected and removed from the construction site by scavengers

Additions are bold and double-underlined; deletions are struck through.

using covered or contained vehicles for disposal in accordance with all applicable federal, state and local laws and regulations.

(e) Unless or until workers will be accommodated by existing toilet facilities on the construction site, a portable toilet shall be provided upon commencement of construction activities and maintained until the completion of construction activities. The location of the portable toilet shall be set back a minimum of six feet (6') from all property lines. All portable toilets shall be emptied, cleaned and restocked as needed in compliance with all local, state and federal laws and regulations.

Sec. 6-74. Protection Of Streets And Public Property:

(a) Unless permission has been granted by the village to defer the replacement or repair of public property damaged or destroyed during construction, applicant shall promptly cause all public ways, utility easements, landscaping and other public property disturbed, damaged or destroyed as a result of construction activities on the construction site, including, but not limited to, street pavement, curbs, sidewalks, sewers, drainage systems, streetlights, and other public improvements, to be repaired and restored to a condition as good and serviceable as before such damage or disturbance.

(b) Construction vehicles shall use a driveway to enter the construction site from the adjacent roadway. If there is no driveway on the construction site, applicant shall install a temporary driveway approved by the ~~director~~ **Manager or designee** to be used for access to the site.

(c) Applicant shall, until the cessation of construction activity and the issuance of an occupancy permit, maintain that part of any street alley, parkway, sidewalk or other public property adjacent to the construction site, or used as a route for construction traffic, in a safe condition and clear of mud, dirt and debris deposited thereon.

(d) If a sidewalk exists adjacent to the construction site, it shall be maintained and kept available, clean and unobstructed to provide a safe pedestrian walkway at all times during construction.

(e) If it is necessary to remove a sidewalk to facilitate construction, applicant shall provide a temporary walkway approved by the director of public works that is accessible and usable by individuals with disabilities. Applicant shall restore and replace the permanent sidewalk as soon as possible, weather permitting.

Sec. 6-75. Traffic ~~And~~ **and** Parking:

(a) Applicant shall submit a construction traffic routing and parking plan for approval by the chief of police with the plans submitted for permit approval **as deemed necessary**.

(b) All construction activities, including deliveries, shall be performed so that there is minimum interference with pedestrian and vehicular traffic.

Additions are bold and double-underlined; deletions are struck through.

(c) The applicant shall not perform any work with respect to a construction site, or permit any such work to be performed, that will partially or completely block vehicular traffic on a public roadway, or access to any residence, business or institution, without permission from the director of public works.

(d) The applicant is responsible for providing and installing warning signs, protective devices and flaggers, meeting all applicable federal, state and local requirements, when necessary for the protection of the public and workers when any work is being performed that will partially or completely block vehicular traffic on a public roadway. The director of public works may require that additional traffic protection measures be taken where he or she determines that additional traffic protection measures are warranted because of the nature, location or time of the work to be performed.

Sec. 6-76. Right ~~Of~~ of Entry:

Every applicant seeking a construction permit from the village shall submit a written authorization, binding on the property owner, made on a form provided by the ~~director~~ **Manager or designee**, granting the village and its officers, agents and employees permission and authority to enter upon the construction site to take remedial action as necessary to cure applicant's failure to comply with this article.

* * *

Article 5. Moving Buildings

* * *

Sec. 6-92. Penalties: **[RESERVED]**

~~—Any person who violates this Article shall be fined in the amounts of five hundred dollars (\$500.00) for the first offense, one thousand dollars (\$1,000.00) for the second offense, and two thousand five hundred dollars (\$2,500.00) for the third and subsequent offenses. The number of offenses committed by a person shall be calculated without consideration of the number of properties for or at which such offenses were committed.~~

SECTION THREE: ELECTRICITY. Pursuant to the Village's home rule authority, Chapter 8, titled "Electricity," of the Village Code is hereby amended further to read as follows:

"CHAPTER 8. ELECTRICITY.

Article 1. In General.

Sec. 8-1. Definition:

Electrical Equipment: As used in this chapter shall be construed to mean and include conductors and equipment installed for the utilization of electricity supplied for light, heat or power. Such term shall not include:

Additions are bold and double-underlined; deletions are struck through.

(a) Radio apparatus or equipment for the wireless reception of sounds and signals nor ordinary household appliances, such as toasters, vacuum cleaners, washing machines.

(b) Apparatus, conductors and other equipment installed for and by public utilities, including common carriers, which are under the jurisdiction of the Illinois commerce commission for use in their operations as public utilities.

Sec. 8-2. Rules ~~And~~ and Regulations Adopted:

(a) Pursuant to the recommendations of the electrical commission there are hereby adopted as safe and practical standards for the installation, alteration and use of electrical equipment in the village the following:

(1) The adopted **2023 edition of the** National Electrical Code (NFPA 70), as published by the National Fire Protection Association and approved by the American National Standards Institute (ANSI), shall govern the installation and use of all electrical equipment in the village except as otherwise provided in this chapter.

(2) All service entrances shall be rigid conduit. The ~~director of building and zoning~~ **Manager or designee** may authorize flexible cable if the use of rigid conduit could not be installed in a safe and practical manner.

(3) Under no conditions shall ~~flexible metal conduit or~~ nonmetallic sheathed cable be used for any type of installation.

(b) The rules and regulations regarding the installation, alterations and use of electrical equipment last adopted by the electrical supply company now supplying the village, and as last published and filed with the Illinois commerce commission, ~~three (3) copies~~ **one (1) copy** of said code and the last mentioned rules and regulations being now on file in the offices of the clerk and ~~director of building and zoning~~ **Manager or designee** for the public use, examination and inspection.

(c) The ~~director of building and zoning~~ **Manager or designee** shall act as and have all the powers of and duties given to any electrical inspector.

Sec. 8-3. Permit Required:

(a) There are hereby adopted as reasonable rules and regulations governing the issuance of permits for electrical installations or alterations, the following:

(1) No person shall install or alter any electric equipment or wiring without having first secured a permit therefor.

(2) Applications for such permits shall be made in writing to the ~~director of building and zoning~~ **Manager or designee**.

(3) Each such application shall contain the name of the owner and the premises to be served, the name of the contractor doing the work, and the nature of the work to be done; where the work consists of new installations or

Additions are bold and double-underlined; deletions are struck through.

extensive repairs or alterations, plans and specifications of the work shall accompany the application.

Sec. 8-4. Fees:

Electrical permit fees are set forth in the annual fee resolution adopted by the corporate authorities.

Sec. 8-5. Certificate ~~Of~~ of Approval Required:

(a) The ~~director of building and zoning~~ Manager or designee shall issue a certificate of approval after each inspection in which the wiring or apparatus is found to ~~be in compliance~~ comply with the terms of this chapter and with the rules adopted hereby.

(b) No person shall use or turn on power into any wires or apparatus hereafter installed for which such certificate has not been issued because the permit was not secured for installation or because the work was not completed according to the provisions of this chapter.

Sec. 8-6. Penalty:

(a) In any case where there shall be a violation of any provision of this chapter for which no specific penalty is provided, the person violating that section shall be subject to a fine as set forth in the annual fine resolution.

(b) Each day any violation of any provision of this chapter shall continue shall constitute a separate offense.

(c) The payment of such fine in installments by indigent persons shall be made as provided by law.

(d) Where the penalty for any particular offense is limited by state statute then such imitation shall be applicable to the provisions of this chapter notwithstanding the provisions of this section."

SECTION FOUR: HOUSING. Pursuant to the Village's home rule authority, Chapter 13, titled "Housing," of the Village Code is hereby amended further to read as follows:

"CHAPTER 13. HOUSING

Article 1. In General

§ 13-1. Property Maintenance Code

Article 2. Reserved

Article 1. In General

Sec. 13-1. Property Maintenance Code:

The ~~2018~~ 2024 edition of the international property maintenance code, as published by the International Code Council, Inc., is hereby adopted by

Additions are bold and double-underlined; deletions are struck through.

reference and incorporated as if fully set forth herein, with the following modifications:

Section 111.1 (Application ~~For~~ **for** Appeal) is amended to read as follows:

Any person directly affected by a decision of the code official or a notice or order issued under this code, or under section 6-25 of the Deerfield municipal code, as amended, shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within twenty (20) days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code, or of sections 6-23 through 6-25A of the Deerfield municipal code, or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code or such sections do not fully apply, or the requirements of this code or such sections are adequately satisfied by other means.

Section 602.3 Heat Supply Insert: September 1 to May 1.

Sec. 13-2. Penalty:

(a) In any case where there shall be a violation of any provision of this chapter for which no specific penalty is provided, the person violating that section shall be subject to a fine as set forth in the annual fine resolution.

(b) Each day any violation of any provision of this chapter shall continue shall constitute a separate offense.

(c) The payment of such fine in installments by indigent persons shall be made as provided by law.

(d) Where the penalty for any particular offense is limited by state statute then such imitation shall be applicable to the provisions of this chapter notwithstanding the provisions of this section.

Article 2. Reserved”

SECTION FIVE: PUBLICATION. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

SECTION SIX: EFFECTIVE DATE. This Ordinance will be in full force and effect on March 1, 2026, after its passage and approval in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

Additions are bold and double-underlined; deletions are struck through.

AYES:

NAYS:

ABSTAIN:

ABSENT:

PASSED:

APPROVED:

ORDINANCE NO.

Daniel C. Shapiro, Mayor

ATTEST:

Kent S. Street, Village Clerk

Additions are bold and double-underlined; ~~deletions are struck through.~~

REQUEST FOR BOARD ACTION

Agenda Item: 26-14

Subject: A Resolution Approving the Adoption of An Annual Fine Resolution

Action Requested: Approval

Originated By: Village Manager's Office

Referred To: Mayor and Village Board of Trustees

Summary of Background and Reason for Request

The Village currently maintains a Fee Resolution that is updated annually as part of the budget process. At the recommendation of Village Counsel, staff are in the process of developing a separate annual Fine Resolution. While the Fee Resolution addresses items such as sewer and water fees, the Fine Resolution will establish penalties for violations such as stop-work orders and illegal dumping.

As part of the comprehensive updates to Chapters 6, 8, and 13 of the Village Code, staff initiated the creation of a Fine Resolution. Development of the full Fine Resolution is ongoing and is anticipated to be presented to the Village Board this fall, with a proposed implementation date of January 1, 2027.

With the exception of Section 6-92, which was removed, all fines in Chapter 6 will remain unchanged. Former Section 6-92 (Penalties) established an incremental fine structure ranging from \$500 for a first offense to \$2,500 for third and subsequent offenses. This structure differed from the remainder of Chapter 6, which provides for a general fine range of \$200 to \$2,000.

Chapters 8 (Electric) and 13 (Property Code) did not previously include fine provisions. Staff therefore recommend adopting the same general fine range used in Chapter 6, \$200 to \$2,000, for violations under Chapters 8 and 13, in order to ensure consistency and uniformity across all building-related code violations. This Fine Resolution would go into effect on March 1, 2026.

Assistant Village Manager Justin Keenan will be present to answer questions.

Date Referred to Board: January 20, 2026

Action Taken: _____

VILLAGE OF DEERFIELD

RESOLUTION NO. 2026-_____

A RESOLUTION APPROVING THE ADOPTION OF
AN ANNUAL FINE RESOLUTION

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

WHEREAS, the Village has authority to adopt ordinances to promulgate rules and regulations that pertain to its government and affairs; and

WHEREAS, the Village has adopted building regulations in Chapters 6, 8, and 13 of "The Municipal Code of the Village of Deerfield, Illinois, 1975," as amended (***"Village Code"***); and

WHEREAS, the Village imposes fines for violations of certain provisions in Chapters 6, 8, and 13 of the Village Code; and

WHEREAS, the Village desires to adopt an "Annual Fine Resolution" to correspond with the provisions of Chapters 6, 8, and 13 of the Village Code; and

WHEREAS, the Mayor and the Village Board have determined that it is in the best interest of the Village and the public to adopt the Annual Fine Resolution;

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

SECTION ONE: RECITALS. The Village Board hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION TWO: ADOPTION OF ANNUAL FINE RESOLUTION. The Village Board hereby approves the adoption of the Annual Fine Resolution in the form attached to this Resolution as **Exhibit A**.

SECTION THREE: EFFECTIVE DATE. This Resolution shall be in full force and effect March 1, 2026, after its passage and approval in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

ABSTAIN:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO:

EXHIBIT A

ANNUAL FINE RESOLUTION

ANNUAL FINE RESOLUTION			
Color Code for Correlating Departments in Annual Fee Resolution			
TAN	Administration & Finance		TAN
BLUE	Community Development & Planning		BLUE
GREEN	Police		GREEN
YELLOW	Public Works & Engineering		YELLOW
<u>Classification</u>	<u>Municipal Code Reference</u>	<u>Description</u>	<u>Fee for CY 2026</u>
BUILDING/COMMUNITY DEVELOPMENT			
Community Development	6-19.2(a)(1)	Penalty for the first 30 days that the project remains incomplete	\$25/day
Community Development	6-19.2(a)(2)	Penalty for 31 st through 60 th days that the project remains incomplete	\$100/day
Community Development	6-19.2(a)(3)	Penalty for 61 st through 120 th days that the project remains incomplete	\$250/day
Community Development	6-19.2(a)(4)	Penalty for 121 days plus that the project remains incomplete	\$500/day
Community Development	6-19.4(c)	Penalty for all violations of Chapter 6 punishable by fine for each day that violation occurs or continues (Building)	\$200 - \$2,000
Community Development	6-25A(a)	Penalty for all violations of Article 3 of Chapter 6 related to dangerous buildings	\$200 - \$2,000
Community Development	8-6(a)	Penalty for all violations of Chapter 8 (Electric)	\$200 - \$2,000
Community Development	13-2(a)	Penalty for all violations of Chapter 13 (Property Maintenance)	\$200 - \$2,000

REQUEST FOR BOARD ACTION

Agenda Item: 26-15

Subject: Resolution Authorizing the Purchase of Ferric Chloride

Action Requested: Authorize \$65,000 for Ferric Chloride Provided by Viking Chemical LLC

Originated By: Department of Public Works and Engineering

Referred To: Mayor and Village Board of Trustees

Summary of Background and Reason for Request

The Village of Deerfield Water Reclamation Facility (WRF) is regulated by a National Pollution Discharge Elimination System (NPDES) permit. Our current NPDES permit was effective in 2020 and included a 1.0 mg/L Phosphorus limit which began in June of 2024 after the completion of our Chemical Phosphorus Removal Project.

Staff has acquired quotes from two vendors to supply tanker truck loads of ferric chloride to the WRF as necessary for FY2026. The quotes are as follows:

Viking Chemical Company – Rockford IL \$0.2205/lb.

Hawkins Inc. – Roseville, MN \$0.2562/lb.

The WRF has utilized both companies since starting up Chemical Phosphorus Removal Project in 2024 with no issues. Staff believes it to be in the best interest of the Village to purchase Ferric Chloride from Viking Chemical Company due to cost.

The Department of Public Works and Engineering recommends that the Board of Trustees approve the Resolution Authorizing Purchase of Ferric Chloride in an amount not to exceed \$65,000. This expenditure has been included in the FY 2026 budget. Brandon Janes, Wastewater Treatment Plant Superintendent, will be available at the meeting to answer any questions.

Reports and Documents Attached:

Resolution

Date Referred to Board: 1.20.26

Action Taken: _____

VILLAGE OF DEERFIELD

RESOLUTION NO. 2026-_____

**A RESOLUTION WAVING COMPETITIVE BIDDING AND AUTHORIZING THE
PURCHASE OF FERRIC CHLORIDE.**

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

WHEREAS, the Water Reclamation Facility is required to remove phosphorus as part of the treatment process, per its NPDES permit, and requires the addition of ferric chloride ("**Ferric Chloride**") to aid in the removal of phosphorus prior to discharging treated wastewater back into the environment; and

WHEREAS, the Village has budgeted up to \$65,000.00 for ferric chloride for the 2026 year; and

WHEREAS, Viking Chemical Company ("**Vendor**") submitted a proposal to provide Ferric Chloride for 2026 in an amount no to exceed \$65,000; and

WHEREAS, the Village sought out multiple quotes to identify the most cost-effective supplier of Ferric Chloride; and

WHEREAS, the Department of Public Works and Engineering recommends that the Board of Trustees authorize the execution of a purchase order from the Vendor to provide Ferric Chloride for 2026 in an amount not to exceed \$65,000.00 ("**Purchase Order**"); and

WHEREAS, the Village Board has determined that waiving bidding and entering into the Purchase Order with Vendor for the Ferric Chloride will serve and be in the best interests of the Village and its residents;

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

SECTION 1: RECITALS. The Village Board hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant Section 9-16 of the Village Code and the Village's home rule authority, the Village Board hereby waives the advertising and bidding requirements for the Purchase Order.

SECTION 3: APPROVAL OF PURCHASE. Pursuant to the Village's home rule authority, the Village Board hereby approves a purchase of Ferric Chloride from Vendor for a price not to exceed \$65,000.00 pursuant to a Purchase Order to be approved by the Village Manager.

SECTION 4: AUTHORIZATION TO EXECUTE PURCHASE ORDER. The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, a Purchase Order for the purchase of Ferric Chloride from the Vendor. If the executed copy of the

Purchase Order is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the Mayor and Board of Trustees, be null and void.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

AYES:

NAYS:

ABSTAIN:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO:

REQUEST FOR BOARD ACTION

Agenda Item: 26-16

Subject: Resolution Authorizing the Waiver of Competitive Bidding and Approving the Purchase of SCADA Software from Q-mation LLC

Action Requested: Authorize \$105,424.05 for SCADA Software provided by Q-mation LLC

Originated By: Department of Public Works and Engineering

Referred To: Mayor and Village Board of Trustees

Summary of Background and Reason for Request

The Water Reclamation Facility was reconstructed in 2011-2012. One aspect of this project was the addition of a Supervisory Control and Data Acquisition (SCADA) system. This system of servers, computers, software and control panels runs 24/7 collecting data, monitoring equipment, adjusting valves, gates, blowers and pumps based on actual conditions. The equipment is now standard at water and wastewater plants as it increases efficiency and allows more flexibility in operation.

As with any piece of equipment at the WRF, the SCADA system components require replacement at or near the end of their useful life. The replacement of this equipment and related upgrades prior to complete failure will ensure consistent treatment and service to our residents. Our operations and maintenance manual suggest replacement between 5-7 years. The last Computer Replacement Project occurred in 2018.

One of the components of this project is the software for the SCADA system. The software, InTouch, is the structural framework which our SCADA system is built on. This, like any other software, requires updates and support as well as licensing to continue using the product.

We have obtained a price for the purchase of the software from Q-mation LLC the licensed representative for \$105,424.05.

Staff recommends that the Board of Trustees approve the Resolution Waiving Competitive Bidding and Authorizing the Purchase of InTouch Software from Q-mation LLC. Funding for this purchase is included in the FY2026 capital budget.

Reports and Documents Attached:

Resolution

Date Referred to Board: 1.20.26

Action Taken: _____

VILLAGE OF DEERFIELD

RESOLUTION NO. 2026-_____

**A RESOLUTION WAVING COMPETITIVE BIDDING AND AUTHORIZING
THE PURCHASE OF INTOUCH SOFTWARE FROM Q-MATION LLC.**

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

WHEREAS, the Water Reclamation Facility utilizes a Supervisory Control and Data Acquisition ("***SCADA***") System in the treatment process;

WHEREAS, upgraded SCADA software is required as a part of the computer replacement project for the ongoing maintenance of the facility; and

WHEREAS, Q-mation LLC ("***Vendor***") proposes to provide InTouch Software to the Village for an amount not to exceed \$105,424.05; and

WHEREAS, the Village has budgeted up to \$105,424.05 for InTouch Software for the 2026 year; and

WHEREAS, the Department of Public Works and Engineering recommends that the Board of Trustees authorize the purchase of the InTouch Software from the Vendor for 2026 in an amount not to exceed \$105,424.05 ("***Purchase Order***"); and

WHEREAS, the Village Board has determined that it will serve and be in the best interests of the Village and its residents to waive competitive bidding and issue the Purchase Order to the Vendor;

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

SECTION 1: RECITALS. The Village Board hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to its home rule authority, the Village Board hereby waives the advertising and bidding requirements for the purchase of the InTouch Software.

SECTION 3: APPROVAL OF PURCHASE. Pursuant to its home rule authority, the Village Board hereby approves a purchase of InTouch Software from Vendor for 2026 for a price not to exceed \$105,424.05 pursuant to approval of the Purchase Order by the Village Manager.

SECTION 4: AUTHORIZATION TO EXECUTE PURCHASE ORDER. The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, a Purchase Order for the purchase of InTouch Software from the Vendor. If the executed copy of the Purchase Order is not received by the Village Clerk within 60 days after the effective date of

this Resolution, then this authority to execute and attest will, at the option of the Mayor and Board of Trustees, be null and void.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

AYES:

NAYS:

ABSTAIN:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO:

Daniel C. Shapiro, Mayor

ATTEST:

Kent S. Street, Village Clerk