

**AGENDA FOR THE BOARD OF TRUSTEES**  
**Monday, June 1, 2026, 7:30 P.M.**  
**Livestream available at Channel 10 and [Village website](#)**

Call to Order  
Roll Call  
Pledge of Allegiance  
Proclamation – LGBTQ Pride Month  
Presentation – Certificate of Appreciation to Southern Illinois University Students Shannon Christensen and Peyton Ballington  
Presentation – America250 Committee Update  
Appointment – Caren Ettleman to Family Days Commission  
Appointment – Ross Peters to Community Relations Commission  
Minutes of Previous Meeting  
Bills and Payroll  
Public Comment

**REPORTS**

26-56            Report and Recommendation of the Board of Zoning Appeals re: Request for a Zoning Variation from Article 2.02D Section 1 of the Deerfield Zoning Ordinance to Allow the Principal Structure to be Located at 27.69 Feet at 821 Woodward Avenue in Lieu of the 31 Foot Average Setback

**CONSENT AGENDA**

**OLD BUSINESS**

**NEW BUSINESS**

26-57            Resolution Approving a Public Right of Way Use Agreement with i3 Broadband LLC

26-58            Resolution to Approve Agreement for Engineering Related Services for Utility Installation

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

## A PROCLAMATION IN HONOR OF LGBTQ PRIDE MONTH

**WHEREAS**, the battle for dignity, equality and personal safety for lesbian, gay, bisexual, transgender and questioning people is reflected in the tireless commitment of the LGBTQ community, as well as dedicated advocates and allies who strive to forge a more inclusive society; and

**WHEREAS**, President Bill Clinton, on June 2, 2000, declared June "Gay & Lesbian Pride Month" to commemorate the June 1969 Stonewall Uprising in Lower Manhattan and on June 1, 2009, President Barack Obama expanded the commemoration further by declaring June to be Lesbian, Gay, Bisexual and Transgender Pride Month; and

**WHEREAS**, LGBTQ Americans, including those who live in our local communities, face hate and discrimination simply for being who they are and for who they love and there remains much work to do to extend the promise of our country to every person; and

**WHEREAS**, the landmark Supreme Court decision of 2015 guaranteeing marriage equality in all 50 States was a historic victory for LGBTQ Americans and continues to affirm our belief that we are all more free when we are treated as equals.

**NOW, THEREFORE**, I, Daniel C. Shapiro, Mayor of the Village of Deerfield, hereby proclaim June 2026 as LGBTQ+ Pride Month in the Village of Deerfield, and encourage all community residents to eliminate prejudice wherever it exists and to celebrate our great diversity by celebrating our LGBTQ+ friends and neighbors.

Proclaimed this 1st day of June, 2026.

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Daniel C. Shapiro, Mayor

May 18, 2026

The regular meeting of the Board of Trustees of the Village of Deerfield was reconvened on May 18, 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  
Elaine Jacoby  
Mary Oppenheim

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

PLEDGE OF ALLEGIANCE

Mayor Shapiro led in attendance in the Pledge of Allegiance.

PRESENTATION

Amy Kaufman from Community Partners for Affordable Housing (CPAH) provided an update on affordable housing in the Village. Ms. Kaufman is the Village's non-profit partner for inclusionary housing. Deerfield Inclusionary Housing Ordinance requirements depend on the development size. The program covers both owner occupied and rental developments. CPAH's role ranges from review of the tech guide to working with Village staff, counsel, the developers, applicants and tenants. They review affordable unit declarations with counsel and staff, they work with property managers on program administration and tenant issues, they manage the waitlists, qualify income, and they assist with the marketing of program and specific units. Other responsibilities include conducting yearly audits of rent for compliance, re-certifying tenants each year, updating the waiting list and fielding program questions. Mr. Street reported the Village contracts with CPAH annually.

Ms. Kaufman reported applicants must have a minimum household income of \$30,000 to \$50,000 to be added to the waitlist. There are currently 412 households on the waiting list. Deerfield has three active developments with one owner-occupied and two rental developments. Applicants cite location for commuting and the school districts as reasons of interest.

Pulte Homes has three single family owner-occupied homes that are under contract for June closure. The incomes are at 100% AMI and the sale price was \$269,900 per unit with a \$130 HOA monthly fee. With ownership, applicants' income and household size are not monitored after the inclusionary house closes. Deerfield has solid recording restrictions against the properties. The three units will be permanently affordable and will sell very close to the current sale price. New owners need to go through the same review process. The purchase price is incorporated in the affordable unit declaration and CPAH has a one-page declaration the buyer must sign. People must go to the information sessions before getting on the waiting list. The house is taxed at the purchase price and they work with the assessor's office to subsidize the taxes. In Illinois, the statute is that property tax is supposed to be

charged on fair cash value. The HOA fees will only increase proportionately and can only go up for safety purposes.

Springs at Lake Cook have 25 affordable rental units with staggered delivery through June. The minimum income required is \$55,720-\$98,000 depending on rent, which is based on AMI and the number of bedrooms. The maximum income is \$67,150-\$139,063 and rents range from \$1,393 to \$2,450.

Park5 townhouses have 14 affordable rental units and 1-3 bedroom townhomes. The rents are \$1,669 to \$2,448 depending on AMI and the number of bedrooms. The minimum income is \$66,760-\$97,938 and the maximum income ranges from \$67,150 to \$139,036. People find out about the units because of their large marketing efforts. They are on the Internet and social media.

Trustee Oppenheim asked what would the process be if someone came into the community wanting to offer affordable housing noting there were a number of efforts to flip houses and offer affordable housing. She asked if CPAH assists with that. Ms. Kaufman noted they work with both small and large developments.

Trustee Jacoby asked about seniors who are no longer working. Ms. Kaufman explained every source of income is included. If a senior has an income that is too low, there are other options they can be directed to.

#### FINANCE DEPARTMENT REPORT

Finance Director Eric Burk presented highlights from the finance department objectives report. They have stayed busy over the past six months. They have started working on the 2025 annual comprehensive report. He believes the audit will be clean. They submitted the document to the GFOA, and will receive the 37<sup>th</sup> consecutive distinguished budget award. They began working on the Village's actuarially evaluation of the police pension funds, which is funded at 82%. Trustee Greenberg asked about the proposals on cost-share programs and how much money will go back to the local governments. He asked if the Village is monitoring those changes. Mr. Burk explained they always look at that in the budget process. Staff is monitoring it through the Northwest Municipal Conference. We also have fund balance that could get the Village through the next year.

The Village made all the required debt service payments. It also issued bonds to fund part of the 2-year capital plan. The Village's AAA bond rating was reaffirmed with a true interest of 4 percent.

Mr. Burk explained both risk management and human resources run through the finance department. The new human resources/risk management person has been hired. There were events for open enrollment for health insurance and a flu shot and health screening event for covered Village and park district employees, continue working with invoice cloud and finalized new resident electronic brochure. We implemented a project accounting system to determine what each event costs and expanded the system to the four Village-owned rental properties. They processed 3000 accounts receivable invoices. 2300 monthly utility bills, bi-weekly payroll and 100 cash receipts each day.

DOCUMENT APPROVAL

Trustee Oppenheim moved to approve the minutes from the May 4, 2026 Board of Trustees meeting. Trustee Berg seconded the motion. The motion passed unanimously on a voice vote.

TREASURER'S REPORT

Mr. Burk presented highlights from the April, 2026 Treasurer's Report representing 33 percent of the fiscal year. Sales tax continues to exceed the prior two years due to increase cost of goods and internet sales. The prior month of this year and last year include non-recurring revenue. April receipts include the local grocery tax. Water and sewer billings reflect lower usage months which is typical this time of years. Hotel tax includes payments from all six hotels. State income tax increased from last month and is expected to increase next month. Notable expenditures in April include construction and engineering costs. Overall operating expenditures remain below projection due to timing of seasonal/once-a-year expenditures.

BILLS AND PAYROLL

Trustee Greenberg moved to approve the bills and payroll dated May 18, 2026. Trustee Oppenheim seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Greenberg, Jacoby, Oppenheim (6)

NAYS: None (0)

PUBLIC COMMENT

There were no public comments on non-agenda items.

REPORTS

STAFF REPORT: LEAD SERVICE LINE REPLACEMENT UPDATES

Assistant Director of Public Works and Engineering Tyler Dickinson reported the Illinois Governor signed into law Public Act 102-0613

(formerly HB 3739), also known as the Lead Service Line (LSL) Replacement and Notification Act in 2021. As the name implies, this Act's main focus is to require municipalities to develop and implement a lead service line replacement plan which includes both the public and private section of the water service.

The original timeline required all Village lead water services to be replaced by 2042. However, recent legislation and revised United States Environmental Protection Agency (USEPA) requirements state that Community Water Suppliers (CWS) in Illinois must facilitate the replacement of all LSLs within a 10-year period, starting in late 2027, with a required replacement rate of 30% by the end of 2030. Staff has already begun LSL replacements through routine operations, the voluntary cost sharing program, and capital projects. The current rate is not sufficient to remain compliant within the updated timeline. Accordingly, an accelerated replacement rate and increased funding will need to be implemented in the near future. Staff will continue to investigate the remaining water services that are made of unknown material to develop a more accurate inventory and refine future budgeting requirements. Mr. Dickinson presented various options for funding the replacements. This year, the Village made 24 replacements,

but needs to make 40 replacements per year to meet the deadline. Additional discussion and updated cost options will be prepared for budgeting purposes, which will be presented to the Mayor and Village Board later this year.

Trustee Jacoby asked what happens if the Village does not meet the 10%. Mr. Dickinson believes communities will get slapped on the wrist, but the USEPA will not shut off water. Trustee Oppenheim asked how many lead service replacements the Village could do in one year. Mr. Dickinson explained there are large contractors that Deerfield has never dealt with and can do 400 LSL replacements each year. He explained the Village will solicit assistance with a third-party firm. He believes the Village could do 150 replacements per year. Mr. Dickinson noted the costs have substantially increased, so even with the cost-share program, residents are not using the program. Trustee Greenberg asked if copper is the only material to replace lead. Mr. Dickinson explained copper and galvanized material are used. Plastic is also allowed, but the Village does not see plastic used often. Mr. Street noted Highland Park adds chemicals to the water to offset the health hazards associated with lead.

#### CONSENT AGENDA

There were no items on the Consent Agenda.

#### OLD BUSINESS

There was no Old Business.

#### NEW BUSINESS

RESOLUTION R-26-36 RATIFYING AN AGREEMENT FOR SREC'S WITH CARBON SOLUTIONS WRF Supervisor Brandon Janes reported the wastewater reclamation facility's solar array is currently producing power. There are Federal and State solar energy incentives that the project is eligible to receive. To receive these incentives the Village must work with a State-approved Solar Renewable Energy Credit (SREC) broker. There is an agreement with Carbon Solutions to sell our SRECs per the confines of the Illinois Adjustable Block Program. This agreement has been reviewed and amended with assistance from the Village Attorney. The agreement also includes an application fee of \$8,400.00 and SREC collateral of \$40,666.77 is required to be sent to Carbon Solutions, a total up front cost of \$49,066.77. The SREC revenue is projected to be \$505,623.51 over a period of 15 years, per the program schedule.

Trustee Oppenheim asked how Veregy is involved. Mr. Janes explained they are the connection with the broker. The Village will have an 11-year return on investment for the project.

Trustee Oppenheim moved to adopt the Resolution ratifying an agreement for SREC's with Carbon Solutions at a total upfront cost not to exceed \$49,066.77. Trustee Goldstone seconded the motion. The motion passed by the following voter:

AYES: Benton, Berg, Goldstone, Greenberg, Jacoby, Oppenheim (6)

NAYS: None (0)

### DISCUSSION.

50 YEARS OF SERVICE CELEBRATION Last week, the Village celebrated 50 years of service of Chief John Sliozis. It was a wonderful, well-deserved celebration.

HIGH FIVE FRIDAY RECAP Mayor Shapiro and Trustee Oppenheim attended the High Five event Walden and Trustee Jacoby was at Wilmot. Trustee Oppenheim noted the Village was totally outshined by the fire department.

TASK FORCE MEETING The first meeting of the restaurant task force was last week. Trustee Berg reported there were six restaurants there and they accomplished a lot. There was a lot of positive energy and it was a welcome opportunity. There will be 3-4 additional meetings.

PUBLIC WORKS OPEN HOUSE Mayor Shapiro reported the Public Works open house was well attended.

MEMORIAL DAY The Memorial Day events will take place on May 25 starting at 10:00 a.m. at Jewett Community Center.

ART FAIR The Village art fair will take place June 6 and 7 from 10 a.m. to 5 p.m. with original art and activities.

FOOD TRUCK The inaugural food truck for this year will be on June 3.

FARMERS MARKET The first Farmers Market will begin June 13 from 7 a.m. to noon on Park Avenue. He would like to have Trustee in the Town every month.

VETERAN'S BANNERS Later this month, banners honoring 72 local veterans will be displayed throughout the Village in recognition of their service and sacrifice.

BUILD BILL UPDATE Trustee Benton noted the Village received a lot of

information about the Build program which would provide more housing. There was concern at the Northwest Municipal Conference because the suburbs are a bit limited at doing what the Governor envisions such as granny flats and parking. The Northwest Municipal Conference put together a committee to bring forward the objections that the suburbs would not be helped by this.

Mr. Street explained there was a presentation by the Village Attorney at a Board of Trustees meeting and the Mayor drafted a letter on point that was presented to Representative Morgan and Senator Morrison. The letter offered some alternatives. The representatives understood the Village's position. Mr. Street participated in a Manager's Committee of the Northwest Municipal Conference that came up with a different set of alternatives which were presented at a Northwest Municipal Conference Board meeting last week. 75 percent of the Board voted in favor of incorporating those suggestions into a position for the Northwest Municipal Conference. With everything going on with the legislature, the likelihood this will be discussed has diminished, but they wanted to be prepared should that conversation take place. The Village is actively in discussion with neighboring communities. It is continuing to monitor things but nothing specific has been asked for yet.

Trustee Greenberg asked about the proposal but it is not getting a lot of legislative time. He believes it would be a big lift for a bill this complicated to pass this session. Mr. Street believes there needs to be some flexibility so the Villages can maintain some control. Trustee Oppenheim noted a number of mayors are in favor of the bill.

RECYCLING EVENT

There will be a recycling event on June 6 at Public Works from 9 a.m. to 1 p.m.

ADJOURNMENT

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

Trustee Benton seconded the motion. The motion passed unanimously on a voice vote. The meeting was adjourned at 8:44 pm.

The next regular Board of Trustees meeting is scheduled to take place on Monday, June 1, 2026, at 7:30 p.m.

APPROVED:

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Mayo

ATTEST:

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Village Clerk



VILLAGE OF DEERFIELD

# **BILLS & PAYROLL**

FOR THE

**Monday, June 1, 2026**

VILLAGE BOARD MEETING

# Invoices for Prelist 060126

Vendor Name	Invoice Number	Description	Amount
AA SERVICE CO HEATING & COOLING	552856941	AIR COMPRESSOR INSPECTION	\$370.00
	550906906	REPLACE CONDENSER FAN MOTOR	\$2,818.75
	Vendor Total:		\$3,188.75
ABC HUMANE WILDLIFE	892889	RODENT CONTROL	\$350.00
	Vendor Total:		\$350.00
ADDISON ALL SPORTS COMPANY INC	FS DEERFIELD 16-B	MECHANICAL RIDES	\$11,097.50
	Vendor Total:		\$11,097.50
ADVANCED TREECARE	45875	FOLIAR SPRAY - TRAIN STATION	\$167.00
	Vendor Total:		\$167.00
AEP ENERGY	3013128892-051926	A/C 3013128892 04/17/26 THRU 05/18/26	\$2,420.97
	3013128915-050526	A/C 3013128915 03/26/26 THRU 04/27/26	\$152.83
	Vendor Total:		\$2,573.80
AIR CON REFRIGERATION & HEATING INC	47300-1	BLDG 10 - HVAC SERVICE	\$203.00
	47298-1	BLDG 9 - HVAC SERVICES	\$406.00
	Vendor Total:		\$609.00
AMAZON CAPITAL SERVICES	11RQ-VXCL-HLWX	CELL ACCESSORIES	\$129.13
	11JC-6FC6-HC1L	EVENT SUPPLIES	\$184.15
	1P7H-9WV4-C1J4	FAMILY DAYS SUPPLIES	\$33.97
	193N-MVR7-76X1	IT PARTS	\$102.89
	1RN3-Y3MN-4FYN	IT PARTS/ACCESSORIES	\$99.31
	1MGN-LGPC-RR3L	JPA SUPPLIES	\$60.98
	1F74-63XN-KVLJ	OPERATING SUPPLIES	\$4.46
	1Y7M-TNPR-MMJ3	RANGE SUPPLIES	\$284.98
	11RQ-VXCL-7NRM	RANGE SUPPLIES	\$345.41
	Vendor Total:		\$1,245.28

AMERICAN CHARGE SERVICE	205808N	TAXI SUBSIDY	\$231.00
		Vendor Total:	\$231.00
ARAMARK REFRESHMENT SERVICES	15979065	COFFEE PW/ENG	\$343.07
		Vendor Total:	\$343.07
ARELJAY LP	INV26460	COMPOST	\$200.00
		Vendor Total:	\$200.00
AVALON PETROLEUM COMPANY	011280	FUEL	\$32,440.20
		Vendor Total:	\$32,440.20
BAKER TILLY VIRCHOW KRAUSE LLP	BT3647115	PROGRESS BILLING / FY25 AUDIT	\$2,000.00
		Vendor Total:	\$2,000.00
BATTERIES PLUS LLC	P91789794	BATTERY	\$128.95
	P91741447	BATTERY	\$224.90
		Vendor Total:	\$353.85
BDS GROUP LLC	38929	SLF MURAL	\$906.96
		Vendor Total:	\$906.96
BURK, ERIC	INV32891601	REIMB: 2026 AICPA MEMBERSHIP RENEWAL: BURK	\$360.00
		Vendor Total:	\$360.00
CANON SOLUTIONS AMERICA INC	6015585936	CALEA COPIER MAINT: 01/09-04/08	\$184.23
	6015804737	INV COPIER MAINT: 01/31-04/29	\$339.59
		Vendor Total:	\$523.82
CBS AWARDS INC	1279	CPA CERTIFICATES	\$29.25
		Vendor Total:	\$29.25
CDW GOVERNMENT INC	AJ3XH5G	911 MONITORS	\$483.56
	AJ3YS5V	ID CARDS	\$55.25
		Vendor Total:	\$538.81
CENTRISYS CORPORATION	PSI-38958	CENTRIFUGE REPAIR SERVICES	\$20,000.00
		Vendor Total:	\$20,000.00
CHARLES A LITTLE	86170-B	FAMILY DAYS ENTERTAINMENT	\$3,500.00
		Vendor Total:	\$3,500.00

CIORBA GROUP INC	0033886	BRIDGE INSPECTIONS	\$1,697.25
	0034391	DEERFIELD ROAD MCC REPLACEMENT ENGINEERING	\$8,819.05
	Vendor Total:		\$10,516.30
COMCAST	0010692-050526	CABLE TV SRVC: 05/16/26 – 06/15/26	\$106.00
	270322626	FIBER INTERNET SRVC: 05/01/26 – 05/31/26	\$3,217.22
	0459766-051426	TRN STN INTERNET SRVC: 05/18/26 – 06/17/26	\$167.85
	Vendor Total:		\$3,491.07
COMED	5148762222-050726	A/C 5148762222 03/25/26 THRU 04/24/26	\$281.67
	6912501111-050926	A/C 6912501111 04/03/26 THRU 05/04/2026	\$237.84
	Vendor Total:		\$519.51
CPS COMPANIES/CHICAGO PARTS & SOUND	40V0135066	CAR #2	\$40.77
	Vendor Total:		\$40.77
CRAFTWOOD LUMBER CO	338770	MOP AND BUCKET FOR WATER MAIN INSTALL	\$17.28
	338755	POLY FOR CONCRETE	\$79.99
	338875	SUPPLIES FOR OPEN HOUSE	\$60.90
	Vendor Total:		\$158.17
DAVID ETERNO	10962	HEARING OFFICER - APRIL	\$306.25
	Vendor Total:		\$306.25
DE VROEG, RICHARD	113-8292793-7317057	APPAREL - DEVROEG	\$64.56
	Vendor Total:		\$64.56
DEERFIELD LIONS CLUB	1057	LIONS CLUB DUES 2024	\$711.24
	1074	LIONS CLUB DUES 2025	\$679.38
	Vendor Total:		\$1,390.62
DEERFIELD PUBLIC LIBRARY	26003	FINE ARTS SPONSORSHIP	\$500.00
	Vendor Total:		\$500.00
DELEVITT, ELIZABETH	04880-51373907	CANVA YR SUBSCRIPTION	\$250.00
	Vendor Total:		\$250.00
DEMOS, BILL	DPHS-26-41/10447	1317 KNOLLWOOD RD/DEPOSIT REFUND	\$500.00
	Vendor Total:		\$500.00
DOHERTY, LAURA	062026	FARMERS MARKET PERFORMANCE	\$300.00
	Vendor Total:		\$300.00

ELEVATOR INSPECTION SERVICES	00384631	ELEVATOR INSPECTIONS	\$80.00
	00384608	ELEVATOR INSPECTIONS	\$230.00
	Vendor Total:		\$310.00
ELM ST PLACE 2	43-0430/REFUND2	UTILITY ACCT CREDIT BALANCE REFUND	\$38.08
	Vendor Total:		\$38.08
ELM STREET LLC	43-0430/REFUND	UTILITY ACCT CREDIT BALANCE REFUND	\$66.53
	Vendor Total:		\$66.53
ELROD FRIEDMAN LLP	28194	APRIL LEGAL FEES	\$24,060.00
	Vendor Total:		\$24,060.00
FINICKY FINISHERS INC	832	REPAIR BENCHES AT TRAIN STATION	\$4,845.00
	Vendor Total:		\$4,845.00
GALLS LLC	034773977	APPAREL: CHERESTAL	\$77.74
	034676240	APPAREL: DRANICZAREK	\$39.70
	034871598	APPAREL: DULLER	\$145.45
	035061603	APPAREL: HURY	\$18.83
	034818658	APPAREL: KUPSAK	\$125.50
	034745627	APPAREL: NUNEZ	\$73.75
	034704048	RETURN LABEL	\$7.99
	034705268	RETURN: TYUNAITIS	(\$85.99)
	Vendor Total:		\$402.97
GARRETT JENNINGS	06132026	FARMERS MARKET PERFORMANCE	\$300.00
	Vendor Total:		\$300.00
GB SPRINKLER SYSTEMS INC	92758	SPRINKLER REPAIR AND MAINTENANCE	\$225.00
	Vendor Total:		\$225.00
GEWALT-HAMILTON ASSOCIATES INC	4382.110-15	1101 LAKE COOK RD DEVELOPMENT - CONSTR. OVERSIGHT	\$2,902.50
	4382.116-12	ENGINEERING SERVICES - 1411-1435 LAKE COOK RD DEMO	\$1,114.15
	4382.115-18	LAKE COOK CROSSING CONSTRUCTION - OVERSIGHT	\$3,196.50
	Vendor Total:		\$7,213.15
GIANT MAINTENANCE & RESTORATION INC	5175	FIRE HYDRANT PAINTING BY GIANT MAINT. RESTORATION	\$10,000.00
	Vendor Total:		\$10,000.00

GLOBAL SOURCING CONNECTION LTD	69951	PRIDE BAGS	\$768.03
			Vendor Total: \$768.03
GOODMAN, MATTHEW	06032026-COUNTY LINE	FOOD TRUCK ENTERTAINMENT-COUNTY LINE STRING BAND	\$750.00
	06032026-NEW FUSE	FOOD TRUCK ENTERTAINMENT-THE NEW FUSE	\$750.00
			Vendor Total: \$1,500.00
GRAINGER INC	9914171724	COFFEE	\$305.08
	9896766624	FITTINGS	\$83.58
	9907239959	FITTINGS	\$8.88
	9907086517	FITTINGS RETURN - CREDIT MEMO	(\$83.58)
	9921678778	MARKING PAINT	\$534.72
	9907239942	PVC FITTINGS	\$166.58
			Vendor Total: \$1,015.26
GRIMCO, INC	35574907-01	SIGN SHOP MATERIAL AND POSTS	\$542.80
			Vendor Total: \$542.80
H & H ELECTRIC CO.	48780	TRAFFIC SIGNAL REPAIR	\$744.20
			Vendor Total: \$744.20
HAWKINS INC	7424507	CL2 RENTAL	\$90.00
			Vendor Total: \$90.00
HD SUPPLY INC	INV01039514	PIPE	\$81.90
			Vendor Total: \$81.90
HI FI EVENTS INC	VOD07032026	FAMILY DAYS STAGING	\$5,250.00
			Vendor Total: \$5,250.00
HOME DEPOT CREDIT SERVICES	H1926-391456	CEMENT FOR PATCHING	\$1,018.24
	8010664	HOSE FOR WATER TRUCK	\$49.98
	WH31624653	HOSE REEL	\$155.89
	2613808	LANDSCAPE SUPPLIES	\$22.96
	2512691	LATCHING BOX	\$35.16
	8513276	OPERATING SUPPLIES	\$47.84
	7614366	PARTS FOR BENCH AT TRAIN STATION	\$100.00
	7070682	PLANTS	\$222.82

HOME DEPOT CREDIT SERVICES			Vendor Total:	\$1,652.89
HOUSE OF RENTAL	Q217216-1	2026 HARVEST FEST RENTAL DEPOSIT		\$4,293.50
			Vendor Total:	\$4,293.50
HUMMERS & STRUMMERS	061326	FARMERS MARKET PERFORMANCE		\$250.00
			Vendor Total:	\$250.00
IACP	0480760	SUBSCRIPTION IACP-NET		\$875.00
			Vendor Total:	\$875.00
IL. POLICE ACCREDITATION COAL.	1030	MEMBERSHIP DUES		\$100.00
			Vendor Total:	\$100.00
INTERNATIONAL PAVING INC	DPHS-26-49/10578	1 WAUKEGAN RD/DEPOSIT REFUND		\$2,000.00
			Vendor Total:	\$2,000.00
IULICA PRIOTEASA	SEWR-25-52/8408	745 FOX HUNT TRL/DEPOSIT REFUND		\$1,000.00
			Vendor Total:	\$1,000.00
JAUQUELINE COVAS	0000268-B	PARADE PERFORMER		\$750.00
			Vendor Total:	\$750.00
JET-BLACK	DPHS-26-46/10531	618 WARWICK RD/DEPOSIT REFUND		\$200.00
	DPHS-26-47/10532	723 JONQUIL TER/DEPOSIT REFUND		\$400.00
			Vendor Total:	\$600.00
JG UNIFORMS, INC	161755	APPAREL: BLAU		\$65.00
	161754	APPAREL: CAPPELEN		\$83.50
	161690	APPAREL: JOHNSON		\$79.50
	161753	APPAREL: KRUSE		\$65.00
	161666	APPAREL: MATHEWS		\$123.25
	161581	APPAREL: VEGA		\$55.00
	162001	APPAREL: WILSON, K.		\$400.00
	161878	BODY ARMOR: JOHNSON		\$995.00
	162134	PATCHES		\$1,655.00
	161810	RETIREMENT BADGE: MAZARIEGOS		\$248.00
	161582	VEST ALTERATIONS		\$50.00
			Vendor Total:	\$3,819.25

K & S TIRE RECYCLING INC	208808A	TIRE DISPOSAL	\$415.16
			Vendor Total: \$415.16
KAUFMANN, JASON	1169	REPAIR ENTRANCE FEATURES	\$5,400.00
			Vendor Total: \$5,400.00
KEENAN, JUSTIN	05182026	CEMETERY VETERAN PLAQUES	\$352.37
	050526	CONFERENCE REGISTRATION	\$600.00
	102232534	ICC CODE EXAM VOUCHER	\$255.00
			Vendor Total: \$1,207.37
LAKE COUNTY MAJOR CRIMES TASK FORCE	2026-5	2026 DUES	\$2,050.00
			Vendor Total: \$2,050.00
LECHNER SERVICES	3649945	MATS – TRAIN STATION	\$126.91
	3649946	MATS – WRF	\$40.14
	3642530	PD FLOOR MATS	\$82.06
	3647125	PD FLOOR MATS	\$82.06
	3652255	VH MATS	\$66.60
			Vendor Total: \$397.77
LITTLE TOMMY'S PLUMBING SHOP	i31781	WATER LINE INSTALL FOR WATER ROOM	\$541.50
			Vendor Total: \$541.50
M & A PARTS INC	42202	RANGE EQUIPMENT	\$55.00
			Vendor Total: \$55.00
MAGNIFICENT EVENTS LTD	86169-B	FAMILY DAYS ENTERTAINMENT	\$4,000.00
			Vendor Total: \$4,000.00
MAJOR CRASH ASSISTANCE TEAM	2026-1	DUES	\$500.00
			Vendor Total: \$500.00
MATRIX IMAGING SOLUTIONS LLC	3P109471	FARMERS MARKET 2026	\$631.80
			Vendor Total: \$631.80
MC SQUARED ENERGY SERVICES LLC	0073344000-051926	A/C 0073344000 03/25/26 THRU 04/24/26	\$71.20
	0374251222-051926	A/C 0374251222 03/25/26 THRU 04/24/26	\$74.20
	1200151222-051926	A/C 1200151222 03/25/26 THRU 04/24/26	\$54.24
	3877615000-051926	A/C 3877615000 03/26/26 THRU 04/27/26	\$311.14

MC SQUARED ENERGY SERVICES LLC	4495161222-051926	A/C 4495161222 03/25/26 THRU 04/24/26	\$57.62
	5636326000-051926	A/C 5636326000 03/26/26 THRU 04/27/26	\$54.76
	5811087000-051926	A/C 5811087000 03/25/26 THRU 04/24/26	\$55.05
	7619462000-051926	A/C 7619462000 03/26/26 THRU 04/27/26	\$215.34
	7970082222-051926	A/C 7970082222 03/26/26 THRU 04/27/26	\$168.78
	9613233333-051926	A/C 9613233333 03/26/26 THRU 04/27/26	\$235.70
	Vendor Total:		
MCCULLOUGH EQUIPMENT INC	P04588	EXC PARTS.	\$329.98
	P04505	STOCK	\$389.32
	Vendor Total:		
MENARDS - VERNON HILLS	052026	VARIOUS OPERATING SUPPLIES	\$368.35
	Vendor Total:		
MENONI & MOCOJNI, INC.	0084294-00	DIRT FOR RESTORATION	\$167.75
	0085105-00	DIRT FOR RESTORATION	\$97.64
	0084292-00	DIRT FOR RESTORATION	\$345.00
	0084048-00	REBAR	\$44.00
	Vendor Total:		
MERAR, PAUL A.	062726	FARMERS MARKET PERFORMANCE	\$500.00
	Vendor Total:		
MERCHANTS' CREDIT GUIDE CO	2604300000	COLLECTION FEES	\$330.05
	2603310000	COLLECTION FEES	\$46.68
	Vendor Total:		
MGT IMPACT SOLUTIONS, LLC	MGT38050	ECON DEVELOPMENT CONSULTING	\$5,234.50
	Vendor Total:		
MILIEU DESIGN LLC	193502	STAKE PLANTER BOXES	\$230.00
	193340	VH OVERSEEDING	\$465.00
	Vendor Total:		
MOLL, VALERIE	113-8828977-1905854	REIMB: HURY 25 YEARS	\$365.95
	000020	REIMB: MAZARIEGOS RETIREMENT PARTY	\$1,898.40
	052226	REIMB: MAZARIEGOS RETIREMENT PARTY	\$1,780.27
	Vendor Total:		

MOTOROLA SOLUTIONS INC	10333920260401	RADIO MAINT: MAY 2026	\$2,311.00
			Vendor Total: \$2,311.00
MUTUAL ACE HARDWARE	667396	CONDUIT	\$22.10
	667248	HARDWARE	\$42.16
			Vendor Total: \$64.26
NORTH CENTRAL LABORATORIES	535379	LAB SUPPLIES	\$714.19
			Vendor Total: \$714.19
NORTH SHORE GAS	0601405013-051526	A/C 0601405013 04/16/26 THRU 05/15/26	\$49.05
	0604546645-051526	A/C 0604546645 04/16/26 THRU 05/15/26	\$167.33
	0607361216-2-051526	A/C 0607361216 04/16/26 THRU 05/14/26	\$1,065.30
	0607361216-11-051526	A/C 0607361216 04/16/26 THRU 05/15/26	\$559.43
	0607361216-051526	A/C 0607361216 04/16/26 THRU 05/15/26	\$30.89
			Vendor Total: \$1,872.00
NORTH SHORE LAWNSPRINKLER	1036194	SPRINKLER SYSTEM FOR HAZEL AVE	\$121.77
			Vendor Total: \$121.77
NORTHERN IL POLICE ALARM SYSTEM	0000000106	MEMBERSHIP/ASSESSMENT	\$6,955.00
			Vendor Total: \$6,955.00
ODP BUSINESS SOLUTIONS LLC	468114318001	OFFICE SUPPLIES	\$95.37
	463222090001	OFFICE SUPPLIES	\$9.69
	468113586001	OFFICE SUPPLIES	\$110.90
	468260246001	OFFICE SUPPLIES	\$57.58
	463220476001	OFFICE SUPPLIES	\$8.49
	463222087001	OFFICE SUPPLIES	\$58.71
			Vendor Total: \$340.74
OPENGOV INC	INV26680	OPENGOV P&L APP SUBSCRIPTION RENEWAL	\$4,791.50
	Q-13115	OPENGOV TASK CODES PROJECT	\$1,935.00
			Vendor Total: \$6,726.50
ORPHANS OF THE STORM ANIMAL SHELTER	APR26	IMPOUND ANIMALS	\$150.00
			Vendor Total: \$150.00

PATRYK KRASOWSKI	ICCMAY26	ICC EXAM REIMBURSEMENT - KRASOWSKI	\$1,020.00
		Vendor Total:	\$1,020.00
PETER BAKER & SON CO.	55682	BLACKTOP ON WESTGATE	\$3,222.05
		Vendor Total:	\$3,222.05
PETTY CASH - ADMIN	060126	REPLENISH PETTY CASH	\$400.96
		Vendor Total:	\$400.96
PETTY CASH - POLICE	060126	PETTY CASH	\$721.56
		Vendor Total:	\$721.56
POMP'S TIRE SERVICE INC	411224680	TRAILER TIRES	\$370.00
		Vendor Total:	\$370.00
QUILL CORPORATION	48754733	OFFICE SUPPLIES	\$36.63
	48814725	OFFICE SUPPLIES	\$360.08
	48801378	OFFICE SUPPLIES	\$203.13
		Vendor Total:	\$599.84
RADAR MAN INC	6819	RADAR CERTIFICATION	\$1,040.00
		Vendor Total:	\$1,040.00
RC JUGGLES	06132026	FARMERS MARKET PERFORMANCE	\$1,550.00
		Vendor Total:	\$1,550.00
RED WING BUSINESS ADVANTAGE ACCOUNT	969ST1-4310213	SAFETY BOOTS - KEENAN	\$169.99
		Vendor Total:	\$169.99
RED'S GARDEN CENTER INC	451158	PURCHASE GENERAL PLANTING MATERIAL	\$2,798.75
	451909	PURCHASE GENERAL PLANTING MATERIAL	\$90.00
	454278	PURCHASE GENERAL PLANTING MATERIAL	\$947.50
	454247	TREES FOR CEMETERY	\$790.00
		Vendor Total:	\$4,626.25
RUSSO POWER EQUIPMENT INC	SPI21607169	WATER DEPT. SAW	\$164.99
		Vendor Total:	\$164.99
RYAN KREITER	01232026-2	FAMILY DAYS MUSIC ENTERTAINMENT	\$500.00
		Vendor Total:	\$500.00

RYGIEL, KATHARINA	052526-V2301	EAP BENEFIT REIMB: V2301 / MAY 2026	\$30.00
			Vendor Total: \$30.00
SAFERESPONSE LLC	2026/7	ONLINE TRAINING MEMBERSHIP	\$524.99
			Vendor Total: \$524.99
SAM'S CLUB DIRECT	8777	OPERATING SUPPLIES	\$362.96
	001092	PW OPEN HOUSE	\$357.39
			Vendor Total: \$720.35
SCHINDLER ELEVATOR CORP	4607471042	INSPECTION - 700 DEERFIELD RD	\$3,000.00
			Vendor Total: \$3,000.00
SE INC	26-4849	GENERAL MAINTENANCE & OPERATIONS SUPPORT	\$487.60
	26-4848	GENERAL MAINTENANCE & OPERATIONS SUPPORT	\$230.00
	26-4845	GENERAL MAINTENANCE & OPERATIONS SUPPORT	\$1,540.44
	26-4767	GENERAL MAINTENANCE & OPERATIONS SUPPORT	\$287.50
	26-4839	GENERAL MAINTENANCE & OPERATIONS SUPPORT	\$897.00
	26-4861	GENERAL MAINTENANCE & OPERATIONS SUPPORT	\$920.00
	26-4806	GENERAL MAINTENANCE & OPERATIONS SUPPORT	\$244.96
	26-4847	GENERAL MAINTENANCE & OPERATIONS SUPPORT	\$172.50
	26-4816	PROPERTY VIOLATIONS LANDSCAPING (642 TIMBERHILL)	\$720.00
	26-4834	VILLAGE HALL REFUSE REMOVAL	\$115.00
			Vendor Total: \$5,615.00
SOKORELIS, JOANNA	051526	REIMB: CHIEF'S 50 YEAR ANNIVERSARY	\$212.00
	052626	REIMB: MAZARIEGOS PARTY SUPPLIES	\$84.79
	051126	REIMB: PEER SUPPORT	\$39.13
		Vendor Total: \$335.92	
SPIEGEL, JILL	TREE-25-233/9034	1018 HILLSIDE AVE/TREE MITIGATION REFUND	\$250.00
			Vendor Total: \$250.00
STANDARD EQUIPMENT CO	P10855	SWEEPER PARTS	\$869.58
	P09422	TRACKLESS PARTS	\$1,141.21
			Vendor Total: \$2,010.79

STERNBERG LIGHTING INC	77950	STERNBERG LIGHT REPLACEMENT	\$22,985.00
		Vendor Total:	\$22,985.00
STOELINGA, REBECCA	07112026	FARMERS MARKET PERFORMANCE	\$500.00
		Vendor Total:	\$500.00
STRAND ASSOCIATES INC	0238820	COMPUTER REPLACEMENT PROJECT - STRAND	\$7,972.97
		Vendor Total:	\$7,972.97
SUBURBAN ACCENTS, INC	38081	AMERICA 250 - DECALS	\$1,573.50
		Vendor Total:	\$1,573.50
TAYLOR PRINT IMPRESSIONS-FRD	9754461	BUSINESS CARDS	\$130.30
		Vendor Total:	\$130.30
TEKLAB INC	346077	OUTSIDE LAB	\$218.90
		Vendor Total:	\$218.90
THE MULCH CENTER	INV146650	MULCH	\$400.00
		Vendor Total:	\$400.00
THOMSON REUTERS - WEST	853554024	CLEAR PLUS: APR	\$320.53
		Vendor Total:	\$320.53
TOMMY POLLINA LANDSCAPE CO	DPHS-26-6/10216	1480 COUNTRY LN/DEPOSIT REFUND	\$500.00
	GDFW-25-78/9694	1480 COUNTRY LN/DEPOSIT REFUND	\$902.49
		Vendor Total:	\$1,402.49
TOTAL PAVING & BRICK SERVICES	DPHS-25-228/10638/2	1635 OVERLAND TRL/TREE MITIGATION REFUND	\$1,625.00
	DPHS-25-212/10707	1750 PORTAGE PASS/DEPOSIT REFUND	\$500.00
	DPHS-26-24/10636	860 MOUNTAIN DR/DEPOSIT REFUND	\$500.00
		Vendor Total:	\$2,625.00
TYLER TECHNOLOGIES INC / MUNIS	CI100-00266083	NEW WORLD MAINTENANCE	\$93,492.10
		Vendor Total:	\$93,492.10
UNITED STATES POSTAL SERVICE	051926	FAMILY DAYS BROCHURE MAILING	\$2,500.00
	06012026	POSTAGE FOR MAILERS	\$5,000.00
		Vendor Total:	\$7,500.00
UNIVERSITY OF ILLINOIS	UPI13579	TRAINING: MATHEWS	\$300.00
		Vendor Total:	\$300.00

USIQ INC	30774331-1	RANGE SUPPLIES	\$359.20
		Vendor Total:	\$359.20
VERIZON WIRELESS	6143271758	CELL SRVC / SCADA: 04/11/26 – 05/10/26	\$559.68
		Vendor Total:	\$559.68
VIKING CHEMICAL CO	197952	FERRIC CHLORIDE FOR PHOSPHORUS REMOVAL	\$11,101.10
		Vendor Total:	\$11,101.10
WAITKUS, MICHAEL	53-0570/REFUND	UTILITY ACCT CREDIT BALANCE REFUND	\$146.04
		Vendor Total:	\$146.04
WATERNET SURVEY	110726	ANNUAL LEAK SURVEY	\$15,360.00
		Vendor Total:	\$15,360.00
WEISS, MATT	INV354165138	REIMBURSEMENT	\$390.11
		Vendor Total:	\$390.11
<b>Invoices Grand Total</b>		<b>060126 Invoices Total:</b>	<b>\$414,043.69</b>

# Pre-Paid Checks for Prelist 060126

Vendor Name	Invoice Number	Description	Amount
FITZGERALD, DAVID	11062025	REIMB - BITLY ANNUAL FEE	\$120.00
	108023	PLAQUE – MARKS	\$188.00
	Vendor Total:		\$308.00
KERPEL, DAVID	602540/58056	1630 PORTAGE PASS/DEPOSIT REFUND	\$1,000.00
	Vendor Total:		\$1,000.00
<b>Pre-Paid Checks Grand Total</b>		<b>060126 Pre-Paid Checks Total:</b>	<b>\$1,308.00</b>

# Journal Entry Transactions for Prelist 060126

Vendor Name	Description	Amount
DEERFIELD LIBRARY	LIBRARY SHARE OF PPRT FEB 26	\$11,086.02
Vendor Total:		\$11,086.02

**060126 Journal Entry Transactions Total: \$11,086.02**

# Pre-Paid Wire Transactions for Prelist 060126

Vendor Name	Invoice Number	Description	Amount
DEERFIELD POLICE PENSION	POLPEN052926	POLPEN052926	\$22,268.46
			Vendor Total:
FEDERAL TAXES	PR052926	FICA/MX/FIT 05/29/26 PR	\$130,877.73
			Vendor Total:
ICMA	MSQRRHS052926	MSQR RHS 05/29/26 PR	\$864.93
	MSQRROTH052926	MSQR ROTH 05/29/26 PR	\$7,172.23
	MSQRREG052926	MSQR 457 REG&ROTH 05/29/26 PR	\$25,366.92
	Vendor Total:		\$33,404.08
IL DEPT OF EMPLOYMENT SECURITY	0800792/Q1-2026	1-1-26 TO 3-31-26 UNEMPLOYMENT INSURANCE TAX	\$6,618.00
			Vendor Total:
ILLINOIS DEPT OF REVENUE	PR052926	SIT 05/29/26 PR	\$25,499.14
			Vendor Total:
SPALDING, SHAWN	05-05-2026	REPL CK266213 IL PUBLIC SERVICE INSTITUTE TRAINING	\$1,069.50
			Vendor Total:
US BANK	3206334/0111693NS	INTEREST: SERIES 2020	\$48,331.25
	3208485/0043743NS	INTEREST: SERIES 2017	\$60,068.75
	3208486/0060081NS	INTEREST: SERIES 2018	\$70,465.00
	3207263/0024787NS	INTEREST: SERIES 2015	\$79,675.00
	3206153/803264300	INTEREST: SERIES 2011B (QECB)	\$249,600.00
	3205930/0139910NS	INTEREST: SERIES 2021	\$330,075.00
	Vendor Total:		\$838,215.00
<b>Wire Grand Total</b>		<b>060126 Pre-Paid Wire Transactions Total:</b>	<b>\$1,057,951.91</b>

# Payroll for Prelist 060126 (2026 - Period 5)

Fund	Department	Type	Description	Amount
10	FINANCE DEPARTMENT	5110	REGULAR SALARIES	\$89,027.88
			FINANCE DEPARTMENT Total:	\$89,027.88
	ADMINISTRATION	5110	REGULAR SALARIES	\$154,035.87
		5111	PART TIME SALARIES	\$988.22
			ADMINISTRATION Total:	\$155,024.09
	COMMUNITY DEVELOPMENT	5110	REGULAR SALARIES	\$141,782.59
		5112	OVERTIME SALARIES	\$270.60
			COMMUNITY DEVELOPMENT Total:	\$142,053.19
	STREET ADMINISTRATION	5110	REGULAR SALARIES	\$37,066.84
		5112	OVERTIME SALARIES	\$1,924.96
			STREET ADMINISTRATION Total:	\$38,991.80
	STREET FORESTRY	5112	OVERTIME SALARIES	\$1,813.36
			STREET FORESTRY Total:	\$1,813.36
	STREET TRAIN STATION MAINT	5110	REGULAR SALARIES	\$904.86
			STREET TRAIN STATION MAINT Total:	\$904.86
	STREET MAINTENANCE	5110	REGULAR SALARIES	\$72,660.57
		5112	OVERTIME SALARIES	\$11,420.76
			STREET MAINTENANCE Total:	\$84,081.33
	ENGINEERING DIVISION	5110	REGULAR SALARIES	\$52,173.75
		5112	OVERTIME SALARIES	\$735.03
			ENGINEERING DIVISION Total:	\$52,908.78
	POLICE DEPT ADMINISTRATION	5110	REGULAR SALARIES	\$96,782.27
		5112	OVERTIME SALARIES	\$1,289.44
			POLICE DEPT ADMINISTRATION Total:	\$98,071.71

10	POLICE DEPT COMMUNICATIONS	5110	REGULAR SALARIES	\$138,124.40	
		5111	PART TIME SALARIES	\$4,622.93	
		5112	OVERTIME SALARIES	\$9,220.12	
				POLICE DEPT COMMUNICATIONS Total:	\$151,967.45
	POLICE DEPT INVESTIGATIONS	5110	REGULAR SALARIES	\$84,639.97	
		5112	OVERTIME SALARIES	\$5,504.36	
				POLICE DEPT INVESTIGATIONS Total:	\$90,144.33
	POLICE DEPT PATROL	5110	REGULAR SALARIES	\$531,134.19	
		5112	OVERTIME SALARIES	\$35,433.76	
				POLICE DEPT PATROL Total:	\$566,567.95
	POLICE DEPT SPEC DETAIL	5112	OVERTIME SALARIES	\$2,421.38	
				POLICE DEPT SPEC DETAIL Total:	\$2,421.38
				Fund 10 Total:	\$1,473,978.11
50	WATER DEPARTMENT ADMINISTRATIO	5110	REGULAR SALARIES	\$30,145.68	
				WATER DEPARTMENT ADMINISTRATIO Total:	\$30,145.68
	WATER DEPT DISTRIBUTION	5110	REGULAR SALARIES	\$10,245.81	
		5112	OVERTIME SALARIES	\$1,774.81	
				WATER DEPT DISTRIBUTION Total:	\$12,020.62
	WATER MAIN MAINTENANCE	5110	REGULAR SALARIES	\$34,032.20	
		5112	OVERTIME SALARIES	\$3,677.02	
				WATER MAIN MAINTENANCE Total:	\$37,709.22
				Fund 50 Total:	\$79,875.52
	54	SEWER ADMINISTRATION	5110	REGULAR SALARIES	\$33,127.45
					SEWER ADMINISTRATION Total:
SEWER LINE CONSTRUCTION		5110	REGULAR SALARIES	\$20,152.10	
		5112	OVERTIME SALARIES	\$1,352.99	
				SEWER LINE CONSTRUCTION Total:	\$21,505.09
SEWER CLEANING		5110	REGULAR SALARIES	\$40,643.00	
		5112	OVERTIME SALARIES	\$296.61	
				SEWER CLEANING Total:	\$40,939.61
WASTEWATER TREATMENT FACILITY		5110	REGULAR SALARIES	\$97,893.12	

54	WASTEWATER TREATMENT FACILITY	5112	OVERTIME SALARIES	\$3,857.22
			WASTEWATER TREATMENT FACILITY Total:	\$101,750.34
				Fund 54 Total:
60	COMM PARK COMBINED FUNDING	5110	REGULAR SALARIES	\$892.72
			COMM PARK COMBINED FUNDING Total:	\$892.72
	COMM PARK VILLAGE OWNED	5110	REGULAR SALARIES	\$892.72
			COMM PARK VILLAGE OWNED Total:	\$892.72
			Fund 60 Total:	\$1,785.44
70	GARAGE FUND EXPENDITURES	5110	REGULAR SALARIES	\$27,691.97
		5112	OVERTIME SALARIES	\$973.70
		GARAGE FUND EXPENDITURES Total:	\$28,665.67	
			Fund 70 Total:	\$28,665.67
<b>Salary Grand Total</b>			<b>2026 - Period 5 Salary Total:</b>	<b>\$1,781,627.23</b>

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 Monday, June 1, 2026, and you are hereby authorized to pay them from the appropriate funds.

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Treasurer of the Village of Deerfield

**Agenda Item:** \_\_\_\_\_

**Subject:** Consideration and Action on a Report and Recommendation of the Board of Zoning Appeals concerning the request of Victor and Susan Blanton, 821 Woodward Avenue, Deerfield, Illinois for a Zoning Variation from section Article 2.02D Section 1 of the Deerfield Zoning Ordinance for the property located at 821 Woodward Avenue to allow the principal structure to be located a 27.69' in lieu of the 31.00' average setback of the established street as required.

**Action Requested:** Acceptance  
Board of Zoning Appeals  
**Originated By:** Village Board of Trustees  
**Referred To:** \_\_\_\_\_

**Summary of Background and Reason for Request**

A public hearing was held on May 12, 2026, to consider the request of the petitioner, Victor and Susan Blanton, 821 Woodward Avenue, Deerfield, Illinois. The petitioner is requesting permission to construct a new front addition to their home with a lesser front setback than permitted by the Village of Deerfield Zoning Ordinance. The variation, if granted, would permit the allow the principal structure to be located a 27.69' in lieu of the 31.00' average setback of the established street as required.

The Board of Zoning Appeals concluded that the requested variation was based on a reasonable use of the land and satisfied the Standards for Variation specified in Chapter 13 of the Zoning Ordinance.

The Board of Zoning Appeals voted 6-0 in favor of the petitioner's request and is recommending the Board of Trustees grant the variation.

**Reports and Documents Attached:**

Recommendation  
Draft Minutes  
Exhibits, Legal Notice, Map \_\_\_\_\_

**Date Referred to Board:** \_\_\_\_\_

**Action Taken:** \_\_\_\_\_

**FINDINGS AND RECOMMENDATION FOR THE VILLAGE OF DEERFIELD  
BOARD OF ZONING APPEALS  
821 Woodward Avenue**

**APPLICATION BACKGROUND**

1. **Victor and Susan Blanton** (“*Applicant*”) is the owner of property commonly known as **821 Woodward Avenue** (“*Property*”).
2. The Property is located in the Village’s **R3** Zoning District.
3. The Applicant filed an application on **April 17, 2026** (“*Application*”), seeking approvals of the following variation to allow the principal structure to be located a 27.69’ in lieu of the 31.00’ average setback of the established street as required (“*Project*”)
  - A variation from Section **Article 2.02D Section 1** of “The Deerfield Zoning Ordinance 1978, as amended (“*Zoning Code*”) to allow a front yard addition to the principal structure to be located a 27.69’ in lieu of the 31.00’ average setback of the established street as required.

(“*Variation[s]*”).

**PUBLIC HEARING**

1. A public hearing was properly noticed in the *Deerfield Review* on **April 23, 2026**.
2. The Village of Deerfield Board of Zoning Appeals (“*BZA*”) began the public hearing on **Tuesday, May 12, 2026**, to consider the Application.
3. During the public hearing, the Applicant presented testimony for the Application.
4. Members of the public had an opportunity to provide testimony on the Application.

**FINDINGS REGARDING STANDARDS FOR VARIATION**

Section 13.07-E of the Zoning Code provides that the BZA may recommend to the Board of Trustees the granting of a variation when and only when, it shall have determined from evidence presented to it, recorded in writing and placed in its records, that all of conditions of Section 13.07-E have been met.

The BZA hereby recommends that the Board of Trustees **deny** the Variation. In making this recommendation, the BZA finds that the Application **does** meet the following standards set forth in Section 13.07-E of the Zoning Code:

- [1. Not a Use Variation - That the variation does not permit a use otherwise excluded from the particular district in which requested.*
- 2. Unique to the Property - That special circumstances or conditions, such as exceptional narrowness, topography, or siting, apply to the land for which a variation sought and that these conditions do not apply generally in the district.*
- 3. Not Self-Imposed - That the special circumstances or conditions have not resulted from any act of the applicant subsequent to the adoption of this Ordinance, whether or not in violation of the provisions thereof.*
- 4. Not Exclusively Monetary - That, for reasons fully set forth in the report of the Board of Zoning Appeals, the aforesaid circumstances or conditions are such that the strict application of the provisions of this Ordinance would deprive the applicant of a reasonable use of his land. Mere loss in value shall not justify a variation; there must be a deprivation of beneficial use of the land.*
- 5. Minimum Adjustment Necessary - That the variation granted is the minimum adjustment necessary for a reasonable use of the land.*
- 6. Not Detrimental to Public Welfare - That the granting of any variation is in harmony with the general purposes and intent of this Ordinance, and will not be detrimental to the public welfare or to other property or improvements in the neighborhood, and will not alter the essential character of the neighborhood.*
- 7. Not Detrimental to Neighborhood - That the proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the streets, increase the potential damage of fire or endanger the public safety.]*

***As part of the BZA's recommendation there are no conditions.***

These Findings and Recommendation is adopted by a **6 to 0** vote of the Board of Zoning Appeals, this **13 day of May, 2026**.

AYES: \_\_\_\_\_ 6 \_\_\_\_\_  
NAYS: \_\_\_\_\_ 0 \_\_\_\_\_  
ABSENT: \_\_\_\_\_ 1 \_\_\_\_\_

Respectfully Submitted,

BOARD OF ZONING APPEALS  
OF THE VILLAGE OF DEERFIELD

## Board of Zoning Appeals

Minutes of Public Hearing

May 12, 2026

The Deerfield Board of Zoning Appeals held a Public Hearing on Tuesday, May 12, 2026 at 7:00 p.m. at 850 Waukegan Road, Deerfield, Illinois. The meeting was called to order at 7:00 p.m.

Present were:

Len Adams  
Michael Gold  
Rick Opad  
Elise Renwick  
Chairman Bob Speckmann  
Gary Thalheimer

Absent were:

Matthew Kustusch

Also present:

Justin Keenan, Assistant Village Manager  
Steven Cutaia, Building Division Supervisor  
Jeff Hansen, Senior Plan Reviewer/Inspector

Public Comment:

There were no public comments on non-agenda items.

Business:

Public Hearing to consider the request for a Zoning Variation from Article 2.02D Section 1 of the Deerfield Zoning Ordinance to allow the principal structure to be located 27.69' at 821 Woodward Avenue in lieu of the 31' average setback of the established street as required. Mr. Cutaia reported the Village received two letters in support of the petition.

The petitioners, Susan and Victor Blanton, requested a variance for a 3.31-foot encroachment into the established front yard setback for a new enclosed front porch. Ch. Speckmann swore in the petitioners and opened the Public Hearing to consider the request for relief from Section 2.02D, Section 1 of the Deerfield Zoning Ordinance available on the Deerfield Web Site, to permit a principal structure to be located 27.69 feet from the west lot line in lieu of the 31-foot minimum established average setback required for the property legally described as follows:

LOTS 11 AND 12 IN BLOCK 12 IN DEERFIELD PARK LAND AND IMPROVEMENT ASSOCIATION SUBDIVISION, BEING A SUBDIVISION OF SECTION 29, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 5, 1898 AS DOCUMENT 70892 IN BOOK D OF PLATS, PAGES 64 TO 67, INCLUSIVE, IN LAKE COUNTY, ILLINOIS

Said property is commonly known as 821 Woodland Avenue, Deerfield, Illinois.

The variance, if granted, would permit a front yard addition of the principal structure at 27.69 feet from the west lot line in lieu of the 31-foot minimum established average setback required by Article 2.02D Section 1 of the Deerfield Zoning Ordinance.

Mr. Blanton explained they would like to move their home's entry to a location that is safe, visible, accessible and meets their needs. Their home is in the R-3 zone and has a required setback of 25 feet. They are requesting 3.31 feet variation. Their home lacks a visible front door as the front entrance is hidden. Most of their visitors go to the driveway entrance which is unsafe and inaccessible. The stairs are not compliant and conflict with the basement entry which creates a fall-hazard. Mrs. Blanton explained the storm door swings toward the stairs and there is a 5.5" recessed area when people enter. They have had numerous people trip when entering and exiting the home. They do not want to rely on luck and would like to close off the entrance entirely. Mr. Blanton explained their goal is to create a single, front-facing entrance close to the driveway that is accessible for family members and closing the kitchen entry would make the house code-compliant. Functionally, this would create a transition area where people can remove their outdoor gear. Mrs. Blanton summarized the standards and how their proposal fits into them. The proposed entry extends 3.31 feet and the proposed dimensions are the minimum required for construction of the proposed front entry. It also reduces the travel distance for those seeking entry to the home. Due to the first-floor elevation changes at the service door landing, the proposed entry is much more conducive for those using walkers.

Mr. Gold asked about the minimum adjustment necessary. He believes the plans look lovely but questioned if they could comply with ADA by creating an entry partially in the house. Mrs. Blanton explained there is a fireplace to the left and a staircase to the right, so it is tight. She noted it would create challenges because the door would either hit the stairs or fireplace. They would not be able to get to the required 60" depth for a wheelchair. Mr. Gold summarized the plan satisfied the ADA requirements without going further.

Mr. Ben Samuel, 833 Woodland, does not understand what the variance is for. Regardless of the zoning, he wants to know how it will look in the neighborhood. Ch. Speckamnn shared the drawings from the packet. Mr. Samuel questioned whether this fits within the zoning rules and if the variation would be accepted.

Ch. Spekmann closed the information gathering of the Public Hearing at 7:23 pm.

Mr. Adams believes this petition comes as close as possible to meet the seven standards. When the zoning rules were written, there was a recognition that certain circumstances cannot comply.

Mr. Adams moved to send a favorable recommendation to the Board of Trustees regarding the request for a Zoning Variation from Article 2.02D Section 1 of the Deerfield Zoning Ordinance to allow the principal structure to be located at 27.69-feet at 821 Woodward Avenue in lieu of

the average setback of the established street as required. Mr. Opad seconded the motion. The motion passed by the following vote:

AYES: Adams, Gold, Opad, Renwick, Thalheimer, Speckmann (6)

NAYS: None (0)

Other Items for Discussion:

Mr. Adams moved to approve the April 10, 2024 Special meeting and Public Hearing minutes. Mr. Opad seconded the motion. The motion passed unanimously on a voice vote.

Adjournment:

There being no further business or discussion, Mr. Opad moved to adjourn the meeting. Mr. Adams seconded the motion. The motion passed unanimously on a voice vote.

The meeting was adjourned at 7:30 p.m.

Respectfully submitted,

Jeri Cotton  
Secretary



# Deerfield Board of Zoning Appeals

Tuesday May 12, 2026

7:00 PM

Village Hall, 850 Waukegan Rd  
Council Chambers

Type of meeting: Public Hearing

Note taker: Recorded

## Agenda Items

1. Call to Order
2. Roll Call
3. Public Comment on Non-Agenda Items
4. **Public Hearing** to Consider the Request for a Zoning Variation from Article 2.02D Section 1 of the Deerfield Zoning Ordinance ("**Zoning Code**") to allow the principal structure to be located a 27.69' at 821 Woodward Avenue ("**Subject Property**") in lieu of the 31.00' average setback of the established street as required.
5. Other Items for Discussion
6. Adjournment

# Memo

TO: Members of The Board of Zoning Appeals  
CC: Village Attorney, Benjamin Shuster;  
Justin Keenan, Assistant Village Manager

FROM: Steven Cutaia

DATE: April 17, 2026

RE: Zoning Variance request at 821 Woodward Avenue

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## Purpose

The petitioners are seeking a Zoning Variation from Article 2.02D Section 1 of the Deerfield Zoning Ordinance ("**Zoning Code**") to allow the principal structure to be located a 27.69' at 821 Woodward Avenue ("**Subject Property**") in lieu of the 31.00' average setback of the established street as required. A complete copy of the petitioner's application is enclosed with this memorandum.

## Background

- The Subject Property is located in the Village's R-3 Zoning District
- Located on the Subject Property is a single-family home.
- The petitioners are seeking a Zoning Code variation from Article 2.02D Section 1 to allow the principal structure to be located a 27.69' in lieu of the 31.00' average setback of the established street as required. Article 2.02D & 4.03F provides, in pertinent part:

### **2.02-D Determination of Yards in Particular Cases**

#### **1. Established Setbacks**

*Where lots comprising forty (40) percent or more of the frontage on a block are developed with buildings having front yards of greater depth than required herein, new buildings shall not be erected closer to the street than the average front yard so established by the existing buildings.*

#### **4.03-F Bulk Regulations**

*In the R-3 Single-Family District, uses and structures shall conform to the following bulk regulations:*

*(...)*

*a. Front Yard*

*A front yard of not less than twenty-five (25) feet.*

*(...)*

#### **Standards for Variation**

The Board of Zoning Appeals will consider the request for a zoning variation by the petitioner on Tuesday, May 12, 2026, at 7:00PM. The standards for a variation are established in Article 13.07E of the Deerfield Zoning Ordinance.

The Board of Zoning Appeals may recommend to the Board of Trustees the granting of a variation when and only when it shall have determined from evidence presented to it, recorded in writing and placed in its records, that all of the following conditions have been met:

#### **13.07-E Standards for Variation**

*The Board of Zoning Appeals may recommend to the Board of Trustees the granting of a variation when and only when, it shall have determined from evidence presented to it, recorded in writing and placed in its records, that all of the following conditions have been met:*

*1. Not a Use Variation*

*That the variation does not permit a use otherwise excluded from the particular district in which requested.*

*2. Unique to the Property*

*That special circumstances or conditions, such as exceptional narrowness, topography, or siting, apply to the land for which a variation sought and that these conditions do not apply generally in the district.*

*3. Not Self-Imposed*

*That the special circumstances or conditions have not resulted from any act of the applicant subsequent to the adoption of this Ordinance, whether or not in violation of the provisions thereof.*

*4. Not Exclusively Monetary*

*That, for reasons fully set forth in the report of the Board of Zoning Appeals, the aforesaid circumstances or conditions are such that the strict application of the provisions of this Ordinance would deprive the applicant of a reasonable use of his land. Mere loss in value shall not justify a variation; there must be a deprivation of beneficial use of the land.*

*5. Minimum Adjustment Necessary*

*That the variation granted is the minimum adjustment necessary for a reasonable use of the land.*

*6. Not Detrimental to Public Welfare*

*That the granting of any variation is in harmony with the general purposes and intent of this Ordinance, and will not be detrimental to the public welfare or to other property or improvements in the neighborhood, and will not alter the essential character of the neighborhood.*

**7. Not Detrimental to Neighborhood**

*That the proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the streets, increase the potential damage of fire or endanger the public safety.*

**Decisions**

A decision by the Board of Zoning Appeals is governed by Article 13.07G of the Deerfield Zoning ordinance. Accordingly, a concurring vote of four members of the Board of Zoning Appeals is necessary to issue a recommendation that a variation be granted. Article 13.07F "Conditions on Variation" stipulates that the Board of Appeals may also recommend conditions and restrictions be required upon the premises benefited by a variation, or may refer it back to the Board of Zoning Appeals for further consideration.

**Conclusion**

The petitioner will be present at the Tuesday, May 12, 2026, 7:00 PM Public Hearing to review the variation standards, present their case and answer questions.



# BOARD OF ZONING APPEALS PETITION

This form must be completed and submitted with the appropriate fee to the Office of the Director of Community Development. Two sets of all required documents must also be submitted with this petition. A public hearing will not be scheduled on the petition until all required submissions are on file with the Director's office.

### APPLICANT/PETITIONER:

Victor and Suzanne Blanton

Name

Home Phone #

821 Woodward Avenue

Address

Business Phone #

blantov@gmail.com

E-Mail Address

(224) 422-9742

Cell Phone #

### OWNER FOR THE PROPERTY FOR WHICH THE REQUEST IS MADE:

Victor and Suzanne Blanton

Name

Home Phone #

821 Woodward Avenue

Address

Business Phone #

blantov@gmail.com

E-Mail Address

(224) 422-9742

Cell Phone #

NOTE: If the owner of the property is not the applicant (petitioner) listed above, a letter from the owner must accompany this petition which authorizes the applicant (petitioner) to see the action being requested. If the "owner" of the property is a trust or a bank, a letter of direction from the trustee of the trust or the bank authorizing the petition must be attached.

### NATURE OF REQUEST:

- Variation of Zoning Requirements
- Modification of Fencing Provisions
- Modification of Sign Provisions
- Modification of Screening Provisions

Appeal from an Order, Requirement, Decision, or Determination Made by the Director of Community Development or Other Authorized Official of the Village Having Jurisdiction Under the Zoning Ordinance

Extension of Temporary Occupancy Permit

Other Matter (Please Specify) \_\_\_\_\_

# BOARD OF ZONING APPEALS PETITION, PAGE 2

## REQUIRED SUBMISSIONS FOR ALL PETITIONS:

- A letter which contains a short detailed description of the requested variation or modification, addressing each of the applicable standards listed on page 3.
- Legal Description of the subject property and spotted survey of the property.
- An accurate site plan of the property drawn to scale showing lot and setback dimensions as found on the spotted survey and indicating the location and setback dimensions of the proposed structure(s).
- Proof of Ownership of the property.
- If in a Land Trust, an affidavit stating the beneficial interest(s) in the Trust.
- Letters of Authorization/Direction if required as outlined above.
- Other documents and information as deemed necessary to render a recommendation.\*
- Floor plan of the existing structure showing how it relates to the request, if applicable.
- Fee (\$175.00)

\*In the case of a request for a yard variation to accommodate an addition, construction drawings showing floor plan relationship to existing structure

\*In the case of a request for fence modification fully dimensioned drawings, including elevations.

\*In the case of a request for sign modification fully dimensioned drawings showing colors, text, method of illumination, method of mounting, and elevations.



MKA

ARCHITECTURAL DESIGN GROUP

Zoning Board of Appeals  
Village of Deerfield  
850 Waukegan Road  
Deerfield, IL 60015

Request for Variation from the Established Front Yard Building Setback  
821 Woodward Avenue, Deerfield

We are seeking a variance for a 3.31 ft. encroachment into the established front yard setback (EFYS) for a new enclosed front porch. If the variance is granted, 48 sq. ft. of the total 101 sq. ft. of the proposed porch would be located within the EFYS. The home is located within the R-3 Zoning District where the minimum front yard setback is 25 ft. The proposed addition would comply with this restriction as it would be located 27.69 ft. from the front lot line.

Thank you for your consideration.

Victor and Suzy Blanton

Zoning Board of Appeals  
Village of Deerfield  
850 Waukegan Road  
Deerfield, IL 60015

Letter of Situation and Hardship  
Variation for relief from the Established Front Yard Building Setback

In an effort to provide a designated front entry to the existing home, we are seeking a variation for relief from the established front yard building setback. The existing uncovered concrete entry stoop, located entirely within the northern side yard setback, is currently 10.5 linear feet west of the front wall of the home, 48 linear feet from the sidewalk and 47 linear feet from the drive. The existing entry is difficult to see from Woodward Avenue, far from available parking and leads occupants directly into the main living space of our home. Upon entry, the existing "front" door location creates multiple issues for our family and guests alike including the inability to immediately remove and store outdoor clothing as well as difficulty navigating through the resulting furniture layout. For those entering from the drive, there is an existing service door located within the existing Kitchen. This entry is also problematic for numerous reasons. The existing concrete stairs, which do not include a code compliant landing, encroach completely within the existing driveway. The service door leads to a small recessed interior landing used primarily for access to the Basement stair which creates an unsafe conflict when utilized as a viable means of ingress / egress. Our goals are as follows:

1. Create a single, front-facing entry for those arriving from Woodward Avenue or parked on the current driveway
2. Reduce the travel distance for those seeking entry to the home. A shorter walk will aid elderly family members who currently have difficulty walking longer distances. Due to the first-floor elevation changes at the service door landing, the proposed entry is much more conducive for those using walkers.
3. Create an area designated for the removal of coats, hats, shoes, etc. as well as their adequate storage.
4. Reciprocally, create an area that allows guests to sit and properly apply outdoor footwear.
5. Provide cover for those awaiting entry. The current entries are located along 2-story walls with no cover, resulting in full exposure to the elements. The proposed 1-story eave will provide some protection.
6. Redirect the interior circulation path along the side of the primary living space rather than directly through it. This will allow for more appropriate use of the home's usable floor area.
7. Improve the overall simplistic character of the home with architectural massing, additional detail and exterior material change.



**MKA**

ARCHITECTURAL DESIGN GROUP

The following summary describes how each of the applicable standards for requested variation have been addressed.

Thank you for your consideration

Victor and Suzy Blanton

**1. NOT A USE VARIATION**

There is no proposition to change the current use of the subject property. This will remain a single-family home.

**2. UNIQUE TO THE PROPERTY**

The established front yard setback that affects this property is calculated based on the average front yard setback of adjacent buildings within the shared block face. This home's existing proximity to that setback does not allow for the construction of the proposed front entry without zoning relief. In addition, the home did not include a front entry which is considered standard for most single-family residences.

**3. NOT SELF-IMPOSED**

The request for variation is not the result of any action taken by the current occupant.

**4. NOT EXCLUSIVELY MONETARY**

Although an improvement to the character of the existing home, the proposed addition would address specific goals related to reasonable use of this land. Please refer to the goals listed above as none of which are monetary.

**5. MINIMUM ADJUSTMENT NECESSARY**

Creating a single reasonable entry to the home is not merely about convenience or functionality such as the removal of shoes or the storage thereof, it has become necessary based on safety and accessibility concerns. The proposed porch would be immediately adjacent to the drive so those currently needing assistance to enter have a shorter distance to cover. In addition, the proposed square footage allows for adequate circulation for those requiring wheelchairs (with the application of a temporary ramp). The proposed dimensions are the minimum necessary to address these requirements.

**6. NOT DETRIMENTAL TO THE PUBLIC WELFARE**

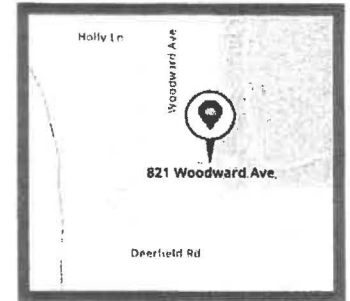
The purpose of this proposed addition and associated variation request is to promote safe and accessible entry for all occupants and improve the character of the existing home. A front entry is common to all homes on the existing block face and the proposed addition, upon construction, would not be the closest to Woodward Avenue (See neighboring property, 817 Woodward – 20.01' Front Yard Setback)

**7. NOT DETRIMENTAL TO THE NEIGHBORHOOD**

The proposed addition would be located well within the existing lot and not impair the adequate supply of air or light to adjacent properties. As such, it poses no additional threat of fire. The proposed addition would not result in increased congestion on the street as no alterations to the drive have been suggested.

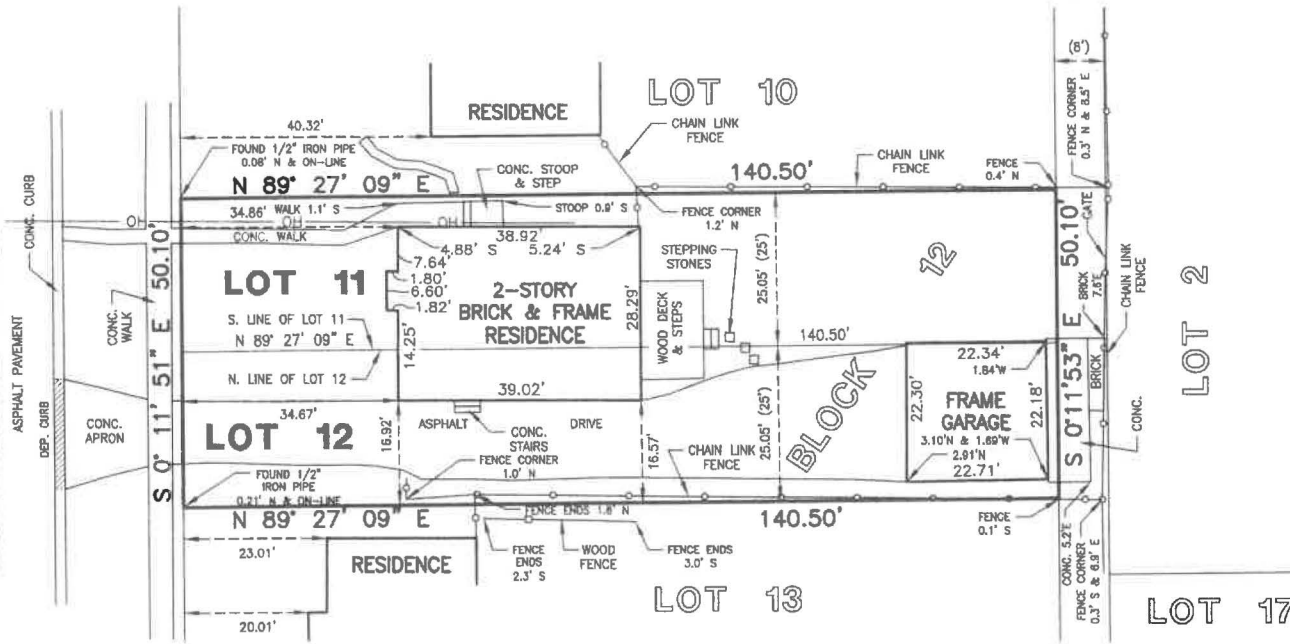
# PLAT OF SURVEY

LOTS 11 AND 12 IN BLOCK 12 IN DEERFIELD PARK LAND AND IMPROVEMENT ASSOCIATION SUBDIVISION, BEING A SUBDIVISION OF SECTION 29, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 05, 1898 AS DOCUMENT 70892 IN BOOK "D" OF PLATS, PAGES 64 TO 67, INCLUSIVE, IN LAKE COUNTY, ILLINOIS.



**LOCATION MAP**  
NOT TO SCALE

**WOODWARD AVENUE**



**SURVEYORS NOTES:**

- THIS SURVEY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
- ( ) DENOTES RECORD DIMENSION.
- BEARINGS HEREON SHOWN ARE ON AN ASSUMED BASIS.
- ORIGINAL CLIENT— MKA ARCHITECTURAL DESIGN GROUP
- ORIGINAL FIELD WORK COMPLETED— 10-07-25

**GENERAL NOTES:**

- DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF.
- NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.
- ONLY THOSE BUILDING LINE SETBACKS AND EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISION ARE SHOWN HEREON. THERE MAY BE ADDITIONAL TERMS, POWERS, PROVISIONS AND LIMITATIONS CONTAINED IN AN ABSTRACT DEED, LOCAL ORDINANCES, DEEDS, TRUSTS, COVENANTS OR OTHER INSTRUMENTS OF RECORD.
- COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.

**LEGEND**

- POWER POLE
- OH — OVERHEAD LINES

**AREA**

7,039 Sq. Ft. OR 0.16 ACRES (MORE OR LESS)

STATE OF ILLINOIS }  
COUNTY OF LAKE } SS

WE, GREENGARD INC., DO HEREBY STATE THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED THIS 17TH DAY OF OCTOBER, A.D., 2025



GREENGARD, INC.  
111 BARCLAY BOULEVARD, SUITE 310  
LINCOLNSHIRE, ILLINOIS 60069

*Joseph R. Sadoski*  
JOSEPH R. SADOSKI  
ILLINOIS  
PROFESSIONAL LAND SURVEYOR NO. 3316  
MY RENEWABLE LICENSE EXPIRES 11-30-20.

DESIGNED BY: SLM	DATE: 10-17-25
CHECKED BY: JRS	DATE: 10-17-25
APPROVED BY:	DATE:

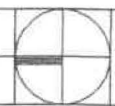
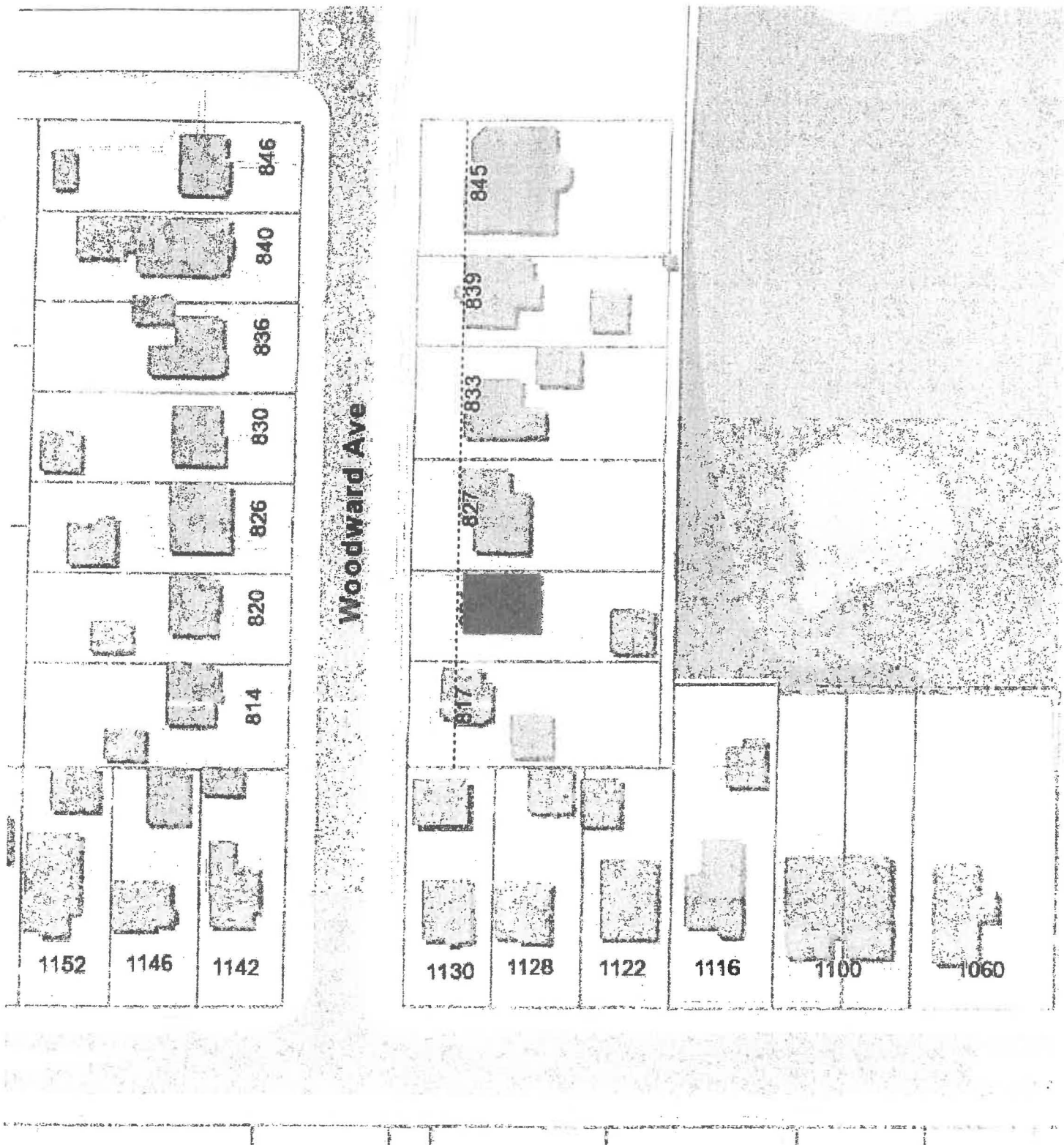


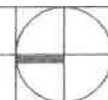
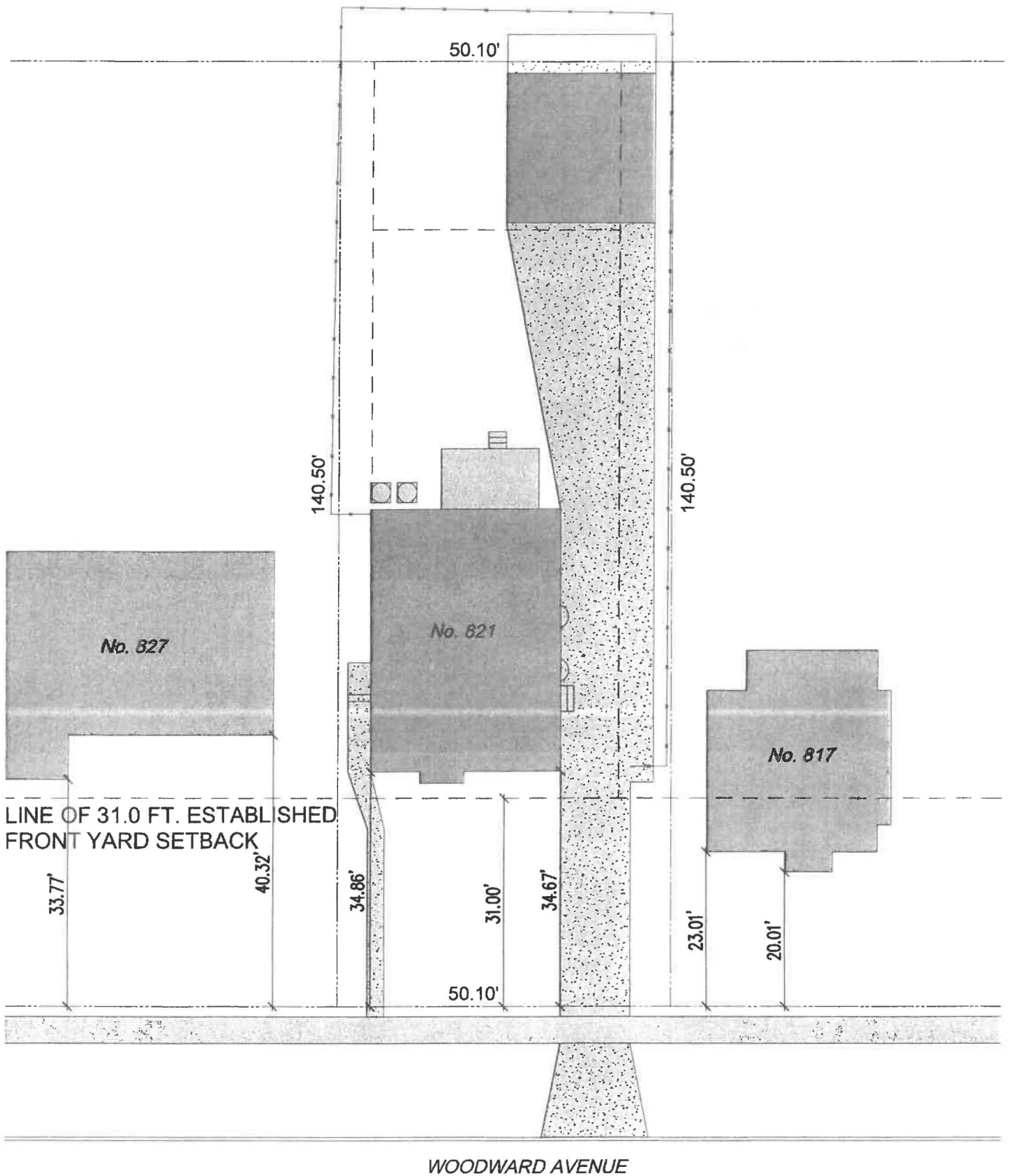
**GREENGARD INC.**  
Engineers • Surveyors • Planners  
111 Barclay Blvd., Suite 310, Lincolnshire, Illinois 60069-2906  
847/634-3863 E-MAIL: 231@greengardinc.com FAX: 847/634-0887

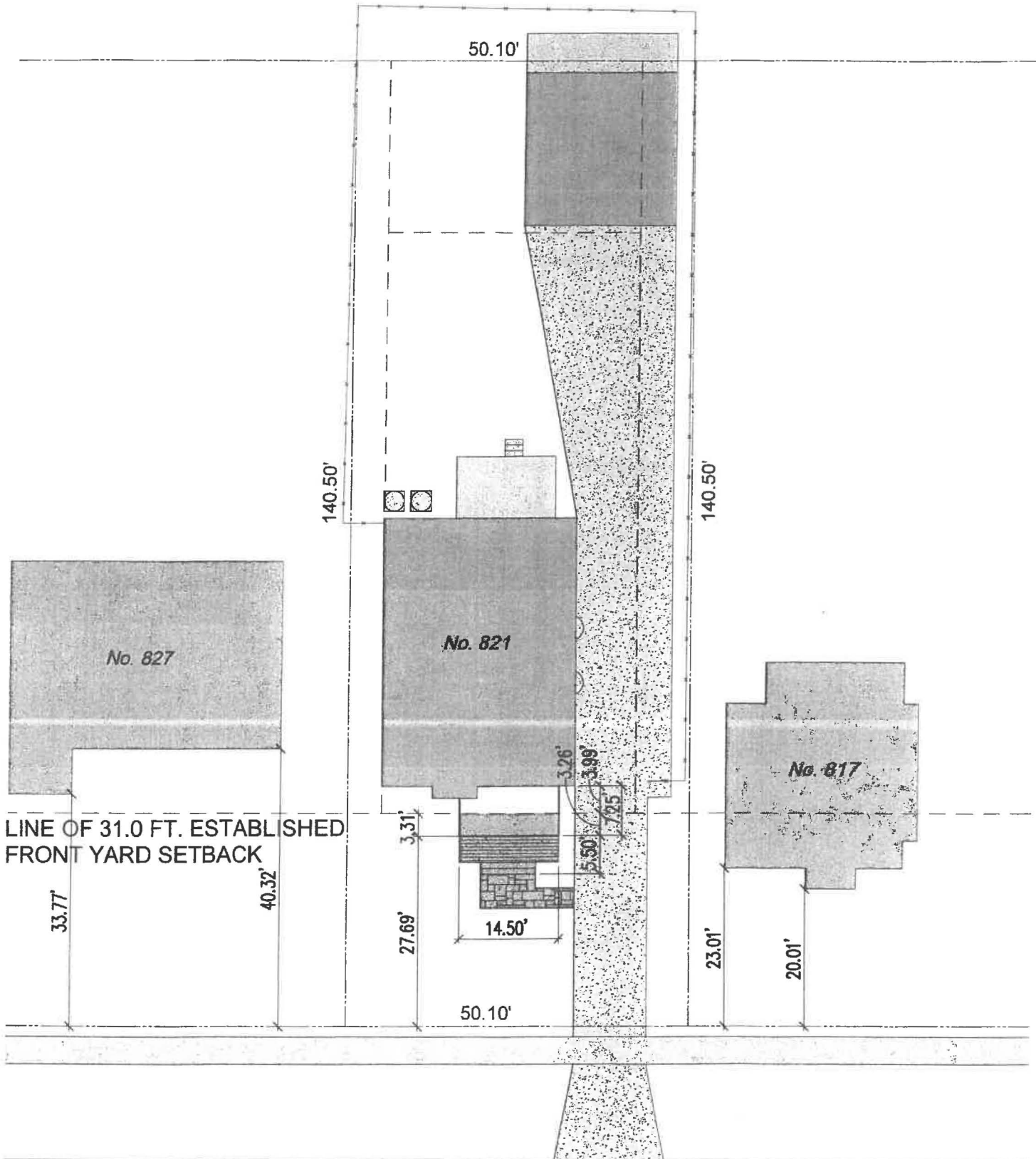
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DRAWING NO.:	71207
SHEET:	1 OF 1

821 WOODWARD AVENUE - DEERFIELD, IL

**PLAT OF SURVEY**

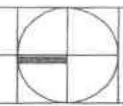






LINE OF 31.0 FT. ESTABLISHED FRONT YARD SETBACK

WOODWARD AVENUE



EXISTING ENTRY  
(MAIN)

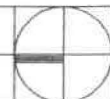
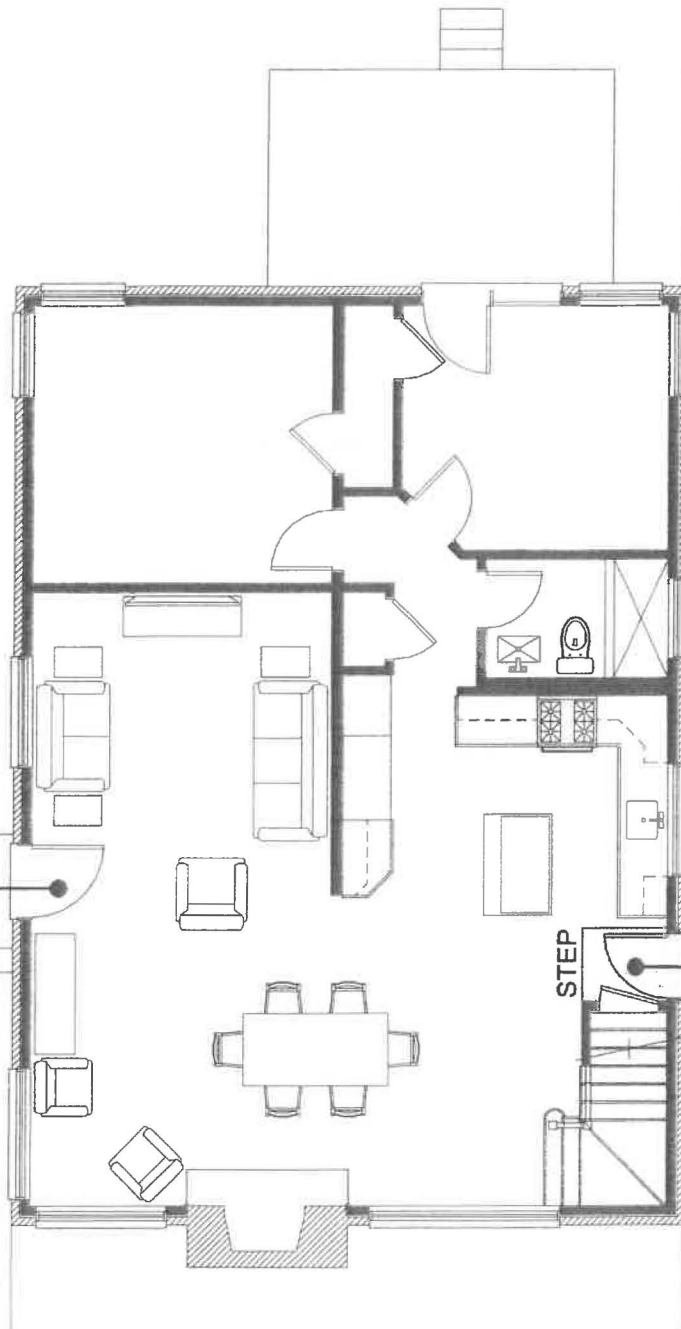


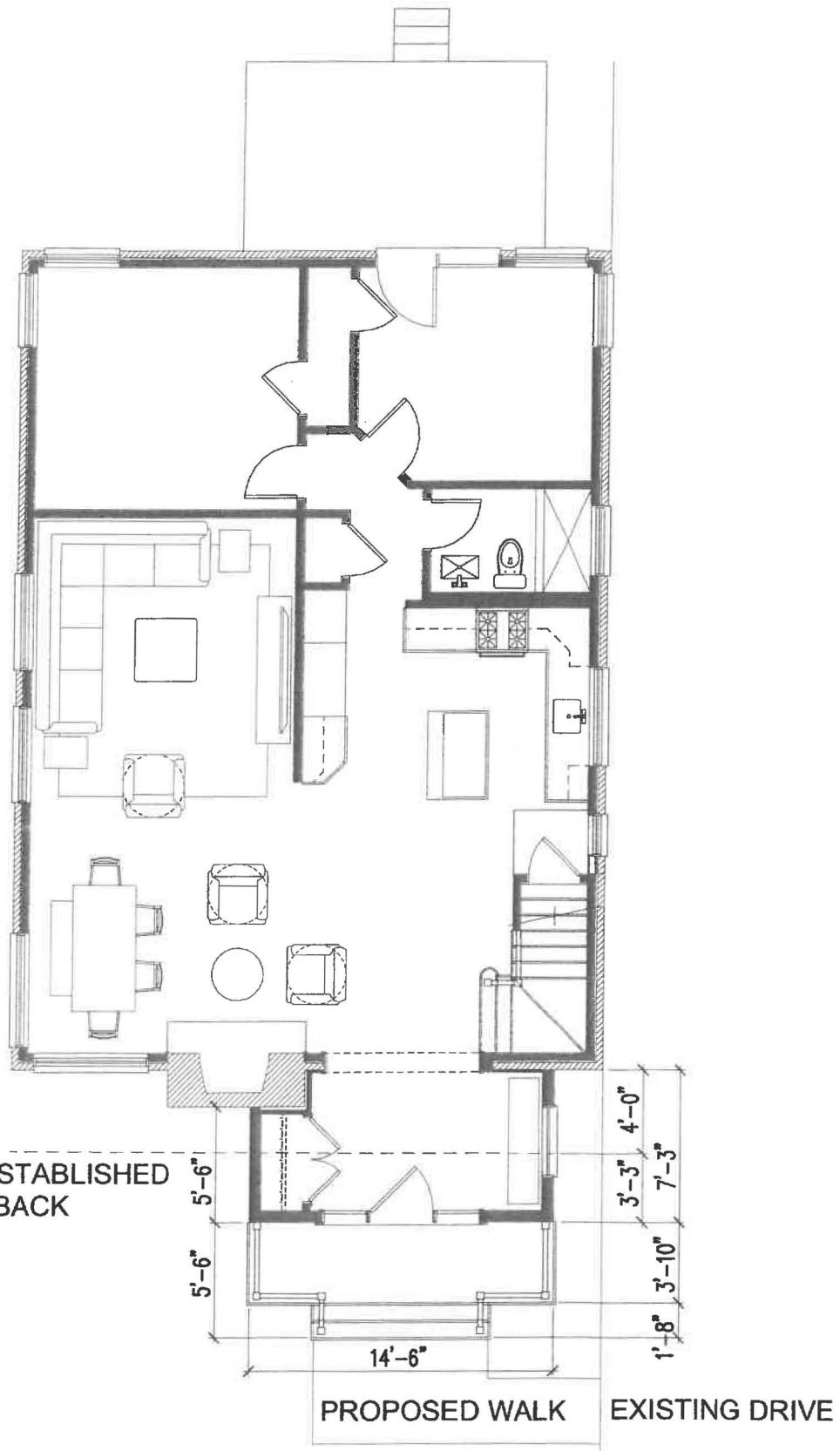
EXISTING ENTRY  
(SERVICE)

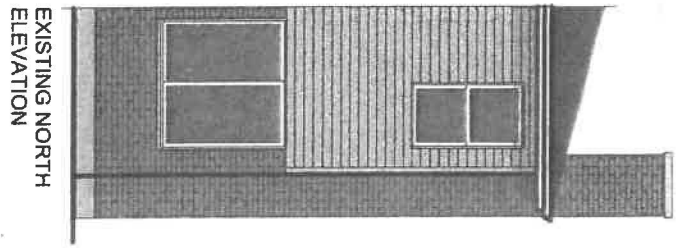
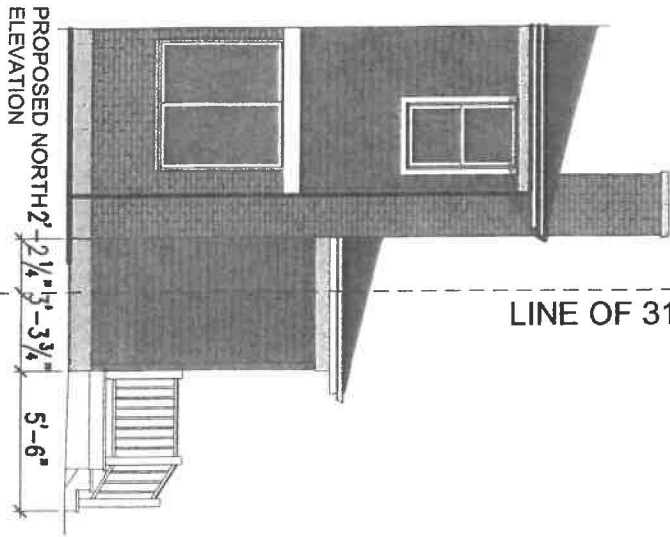


EXISTING WALK

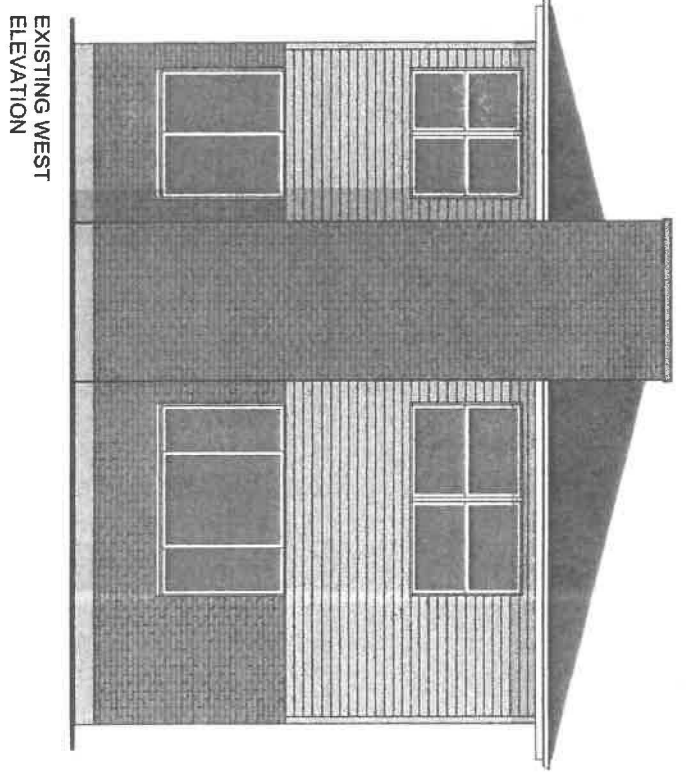
EXISTING DRIVE



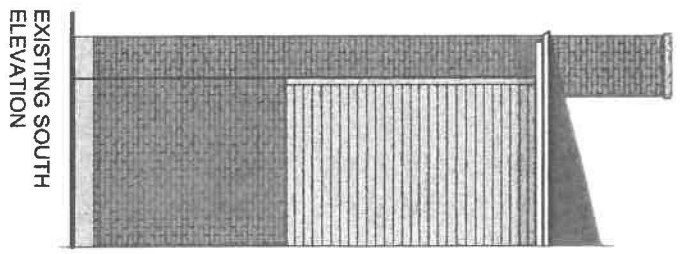
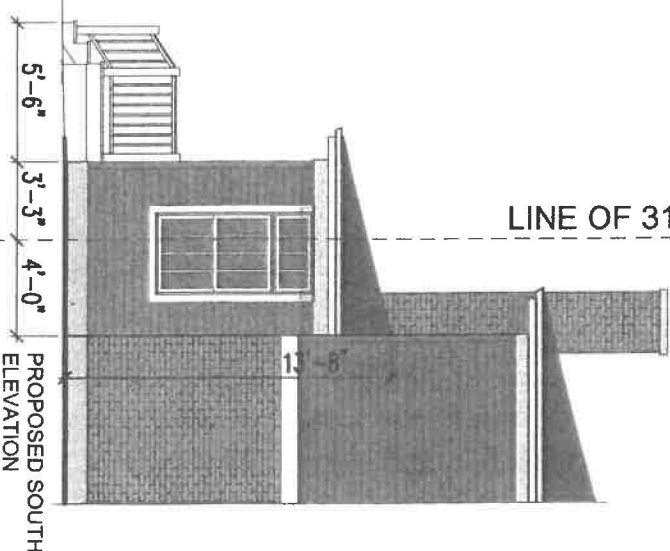




LINE OF 31.0 FT. ESTABLISHED FRONT YARD SETBACK

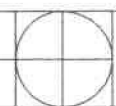


LINE OF 31.0 FT. ESTABLISHED FRONT YARD SETBACK

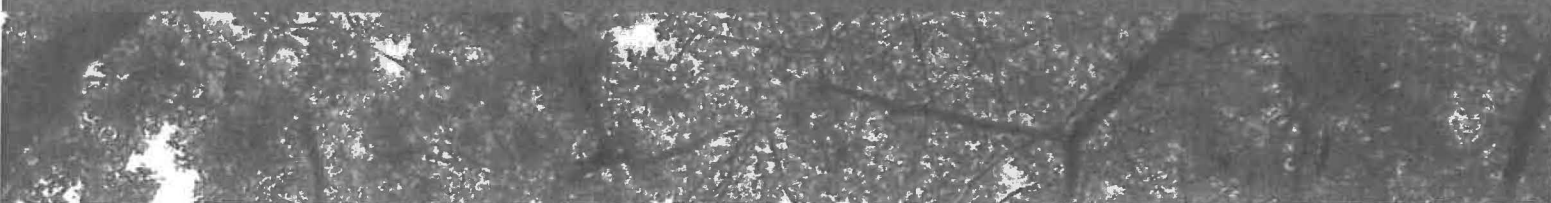


3LANTON RESIDENCE  
321 WOODWARD AVENUE, DEERFIELD, IL 60015

EXISTING & PROPOSED ELEVATIONS  
SCALE: 1/8" = 1'-0"



VA06



- GENERAL Profile
- Legal Description
- Map
- Owner
- Tax Payment History**
- Tax Redemption
- Tax Status
- Mobile Home Information
- ASSESSOR Residential Building
- Commercial Building
- Other Building & Yard
- Land Information Agricultural Land Info.
- CAMA Summary
- Values Current
- Values History
- Property Transfer History
- Conveyance History
- Exemptions Current
- Exemption History
- Preferential Application
- Appeals History

**PARID: 1629416026**  
**NBHD: 1729230**  
**BLANTON, VICTOR T & SUZANNE BROOKS**  
**Tax Year: 2025 (Taxes Payable in 2026).**

**ASSESSOR #: 049**  
**ROLL: RP**  
**821 WOODWARD AVE**  
**Select Tax Year on the right:**

1 of 1  
[Return to Search Results](#)  
 Tax Year

For information on payment of sold taxes, see the Tax Redemption tab.  
**NML = Normal**  
**POC = Bankruptcy**  
**PRE = Pretax**  
**PUP = Payment under protest**  
**RDM = Redemptions**

**Payments**

Receipt #	Business Date	Effective Date	Payment Amt	Source	Type	Payer	Pay		
							Method	Method	Method
14542793	08/06/2025	08/05/2025	\$7,552.29	FELBX	NML	BLANTON, VICTOR T & SUZANNE BROOKS	1	2	3
14270145	05/07/2025	05/06/2025	\$7,552.29	FELBX	NML	BLANTON, VICTOR T & SUZANNE BROOKS			
14154023	08/28/2024	08/26/2024	\$6,321.49	MCPAY	NML	WELLS FARGO BANK 936			
13923097	06/03/2024	05/30/2024	\$6,321.49	MCPAY	NML	WELLS FARGO BANK 936			
13520080	08/22/2023	08/17/2023	\$6,555.49	MCPAY	NML	WELLS FARGO REAL ESTATE TAX SERVICES			
13267836	05/23/2023	05/15/2023	\$6,555.49	MCPAY	NML	WELLS FARGO REAL ESTATE TAX SERVICES			
12991380	08/26/2022	08/16/2022	\$6,182.16	MCPAY	NML	WELLS FARGO REAL ESTATE TAX SERVICES			
12685950	05/18/2022	05/16/2022	\$6,182.16	MCPAY	NML	WELLS FARGO REAL ESTATE TAX SERVICES			

- Actions**
- Neighborhood Sales
  - Create Comparables
  - Printable Summary
  - Printable Version

- Reports**
- CSV Export
  - CSV Export (Commercial)
  - CSV New Sales
  - CSV New PMS
  - Mailing List
  - Envelope
  - Residential PRC
  - Commercial PRC
  - Estimate of Redemption
  - Tax B: Mobile Home
  - Calendar Year Tax Paymer
  - Tax Payment Receipts

**Go**

No Recorded building line 25 Min front yard in an R-3 Zoning District

Address	Information done setback	Source	03/29/05
817 Woodward	25	site plan	
821 Woodward	34.7	survey	83% Have surveys
827 Woodward	32.583	survey	17% Have site plans
833 Woodward	32.4	survey	0% Have no info
839 Woodward	30.19	survey	
845 Woodward	29.95	survey	

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31 Average Front Setback

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184.8  
6 Addresses

**LEGAL NOTICE**

PLEASE TAKE NOTICE THAT A PUBLIC HEARING WILL BE HELD BY THE DEERFIELD BOARD OF ZONING APPEALS ON MAY 12, 2026 AT 7:00 P.M. IN THE VILLAGE HALL BOARD ROOM, 850 WAUKEGAN ROAD DEERFIELD, ILLINOIS TO HEAR THE REQUEST OF VICTOR & SUZANNE BLANTON, 821 WOODWARD AVENUE, DEERFIELD, ILLINOIS. THE PETITIONER IS SEEKING A VARIATION FROM ARTICLE 2.02D SECTION 1, OF THE DEERFIELD ZONING ORDINANCE FOR THE PROPERTY LEGALLY DESCRIBED AS FOLLOWS:

LOTS 11 AND 12 IN BLOCK 12 IN DEERFIELD PARK LAND AND IMPROVEMENT ASSOCIATION SUBDIVISION, BEING A SUBDIVISION OF SECTION 29, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 05, 1898 AS DOCUMENT 70892 IN BOOK "D" OF PLATS, PAGES 64 TO 67, INCLUSIVE, IN LAKE COUNTY, ILLINOIS.

SAID PROPERTY IS COMMONLY KNOWN AS 821 WOODWARD AVENUE, DEERFIELD, ILLINOIS. THE VARIATION IF GRANTED WOULD PERMIT A FRONT ADDITION OF THE PRICIPAL STRUCTURE AT 27.69' FEET FROM THE WEST-LOT LINE IN LIEU OF THE 31' FEET MINIMUM ESTABLISHED AVERAGE SETBACK REQUIRED BY ARTICLE 2.02D SECTION 1 OF THE DEERFIELD ZONING ORDINANCE.

AT SAID PUBLIC HEARING AND ANY ADJOURNMENT THEREOF, ALL PERSONS INTERESTED ARE INVITED TO BE PRESENT AND HEARD.

ROBERT SPECKMANN, CHAIRMAN  
DEERFIELD BOARD OF ZONING APPEALS

FOR FURTHER INFORMATION, CONTACT STEVEN CUTAIA, BUILDING DIVISION SUPERVISOR AT 847-719-7472

PUBLISH: ~~MARCH~~ 23, 2026

*gril*



# CHICAGO TRIBUNE

media group

Sold To:  
Village Of Deerfield - 111562  
850 Waukegan Rd  
Deerfield, IL 60015-3206

Bill To:  
Village Of Deerfield - 111562  
850 Waukegan Rd  
Deerfield, IL 60015-3206

## Certificate of Publication:

Order Number: 62193  
Purchase Order: 821 Woodward

State of Illinois - Lake

**Chicago Tribune Media Group** does hereby certify that it is the publisher of the Deerfield Review. The Deerfield Review is a secular newspaper, has been continuously published Weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Deerfield, Township of Moraine, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 IL CS 5/5.

This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the Deerfield Review. The first publication of the notice was made in the newspaper, dated and published on 4/23/2026, and the last publication of the notice was made in the newspaper dated and published on 4/23/2026.

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2. 1.

PUBLICATION DATES: 23 Apr 2026.

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Deerfield Review

In witness, an authorized agent of The Chicago Tribune Media Group has signed this certificate executed in Chicago, Illinois on this

24 Apr 2026, by

**Chicago Tribune Company**



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Jeremy Gates



# CHICAGO TRIBUNE

media group

## LEGAL NOTICE

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DEERFIELD BOARD OF ZONING APPEALS

FOR FURTHER INFORMATION, CONTACT STEVEN CUTAIA, BUILDING DIVISION SUPERVISOR AT 847-719-7472  
Apr. 23, 2026 62193







## REQUEST FOR BOARD ACTION

Agenda Item: 26-57

**Subject:** Resolution Approving a Public Right of Way Use Agreement with i3 Broadband LLC

**Action Requested:** Adoption of Resolution

**Originated By:** Department of Public Works and Engineering

**Referred To:** Mayor and Board of Trustees

### **Summary of Background and Reason for Request:**

Recently, private fiber-optic utility companies have been aggressively expanding within the Chicagoland area. The companies install new fiber-optic networks throughout a municipality to help meet the rising demand for high-speed internet. The fiber optic networks generally support a high percentage of a municipality through multi-year projects. As opposed to utilizing the general right of way ordinance, a specific agreement between the municipality and fiber company for this work is normally obtained prior to the start of construction. Having an agreement in place prior to the work allows for the Village, and the private fiber company, to know the requirements and expectations prior to the start of such a large construction project.

The Village of Deerfield has been working with the Village Attorney's office to craft a template for a public right of way (PROW) agreement. This agreement details many requirements of the Village, including but not limited to timing restrictions, notification procedures, easement use, and restoration requirements. The majority of these provisions are as restrictive as, or more restrictive than, those contained in the Village's right-of-way ordinance. Though most of the provisions are more strictive than our ordinance, the advantage to the fiber companies entering into this agreement is a reduced overall requirement for bonds. Rather than applying the bond requirements established under the ordinance, which are generally intended for smaller-scale projects, the Village would instead require a single \$100,000 bond to be maintained throughout the duration of the buildout. Staff believes that this added level of control, and oversight, through the PROW agreement will help ensure the best possible outcome, and will protect the Village and its residents during construction.

The first fiber company that has agreed to the PROW agreement is i3 Broadband, LLC. They are an Illinois based fiber-optic provider and is actively working in nearby municipalities. Staff has met with their team to discuss construction operation requirements. Staff requests that the Village Board authorize the resolution to approving a Public Right of Way Use Agreement with i3 Broadband, LLC.

### **Reports and Documents Attached:**

Resolution

**Date Referred** June 1, 2026

**Action Taken:** \_\_\_\_\_

VILLAGE OF DEERFIELD

RESOLUTION NO. 2026-\_\_\_\_\_

**A RESOLUTION APPROVING A PUBLIC RIGHT-OF-WAY USE LICENSE AGREEMENT WITH I3 BROADBAND, LLC FOR INSTALLATION OF FIBER-OPTIC COMMUNICATION FACILITIES IN VILLAGE RIGHTS-OF-WAY**

**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 owns and maintains the public rights-of-way within its corporate limits; and

**WHEREAS**, the Village maintains standards for construction of utility facilities within its public rights-of-way, which are set forth in Article 9 of Chapter 19 of the Village of Deerfield Code, as the same may from time to time be amended (“**PROW Construction Regulations**”); and

**WHEREAS**, i3 Broadband, LLC, a Delaware limited liability company (“*i3 Broadband*”), has requested that the Village enter into a Public Right-of-Way Use License Agreement (“**Agreement**”) to memorialize the parties’ respective rights and responsibilities with respect to the licensing, construction, installation, operation, maintenance, and replacement of fiber optic telecommunications cables and appurtenant equipment (collectively, “**Fiber Facilities**”), both underground and above ground, and on existing utility poles, within portions of the Village’s public rights-of-way; and

**WHEREAS**, i3 Broadband’s affiliate iTV-3, LLC, which has been certified by the Illinois Commerce Commission as a Local Exchange Carrier, is not delivering, and does not intend to deliver, cable television services to the residents of the Village, but rather intends to provide fiber optic telecommunications services for the benefit of residents and businesses within the Village; and

**WHEREAS**, pursuant to the Agreement, i3 Broadband will comply with the PROW Construction Regulations and certain supplemental requirements intended to enhance the efficient completion of the installation of the Fiber Facilities, mitigate the effects of the installation on Village residents and businesses, and protect existing infrastructure on, over, and within the Village rights-of-way; and

**WHEREAS**, the Mayor and Board of Trustees have determined that entering into the Agreement with i3 Broadband 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 AGREEMENT.** Pursuant to the Village’s home rule authority, the Agreement by and between the Village and i3 Broadband is hereby approved in

substantially the form 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 final Agreement upon receipt by the Village Clerk of at least one original copy of the final Agreement executed by i3 Broadband; 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 4: 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:

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Daniel C. Shapiro, Mayor

ATTEST:

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Kent S. Street, Village Clerk

**EXHIBIT A**

**PUBLIC RIGHT-OF-WAY USE LICENSE AGREEMENT**

**PUBLIC RIGHT-OF-WAY USE LICENSE AGREEMENT  
BETWEEN THE VILLAGE OF DEERFIELD AND I3 BROADBAND, LLC  
FOR INSTALLATION OF FIBER-OPTIC COMMUNICATION FACILITIES**

**THIS AGREEMENT** is entered into on \_\_\_\_\_, 2026, ("**Effective Date**") by **VILLAGE OF DEERFIELD**, an Illinois home rule municipal corporation ("**Village**") and **I3 BROADBAND, LLC**, a Delaware limited liability company ("**Licensee**").

**RECITALS**

**WHEREAS**, the Village owns and maintains the public rights-of-way identified and depicted in **Exhibit A** to this Agreement; and

**WHEREAS**, the Village maintains standards for construction of utility facilities within its public rights-of-way, which are set forth in Article 9, of Chapter 19 of the Village of Deerfield Code, as the same may from time to time be amended ("**PROW Construction Regulations**"); and

**WHEREAS**, the Licensee has requested that the Village enter into this Agreement to memorialize the parties' respective rights and responsibilities with respect to the licensing, construction, installation, operation, maintenance, and replacement of fiber optic telecommunications cables and appurtenant equipment (collectively, the "**Fiber Facilities**") both underground and above ground, and on existing utility poles, within portions of the Village's public rights-of-way; and

**WHEREAS**, the Licensee's affiliate iTV-3, LLC, which has been certified by the Illinois Commerce Commission as a Local Exchange Carrier (LEC), is not delivering, and does not intend to deliver, cable television services to the residents of the Village, but rather intends to provide fiber optic telecommunications services for the benefit residents and businesses within the Village; and

**WHEREAS**, in consideration of, and subject to, the terms of this Agreement, the Village is willing to allow the Licensee to construct, install, operate, maintain, and replace its Fiber Facilities within Approved PROW Locations (as defined below); and

**WHEREAS**, the Village has determined that it is useful to the Village and its residents to grant a license to the Licensee as provided in this Agreement for the purpose of memorializing the Licensee's rights and obligations with regard to the installation, operation, maintenance, and repair of the Fiber Facilities in the Approved PROW Locations; and

**WHEREAS**, the Licensee is authorized to enter into and perform and assume all of its obligations under this Agreement;

**NOW, THEREFORE**, in consideration of the mutual consideration exchanged between the parties as set forth in this Agreement, the sufficiency and receipt of which are mutually acknowledged, the parties agree as follows:

**SECTION 1. RECITALS.** The Recitals are incorporated into this Agreement as substantive terms of this Agreement.

**SECTION 2. GRANT OF RIGHT-OF-WAY USE LICENSE.** For and in consideration of the terms of this Agreement and compliance with all federal, State of Illinois, and Village local laws and regulations, including, without limitation, the PROW Construction Regulations,

as well as the Supplemental Requirements for Public Right-of-Way Fiber Installations (“**Supplemental Requirements**”) attached to this Agreement as **Exhibit A**, the Village hereby grants to the Licensee a non-exclusive revocable license (“**License**”) to construct, install, operate, maintain, repair, and replace (collectively, “**Installation**”) the Fiber Facilities in the Approved PROW Locations. The License does not convey any right, title, or interest of any kind (including any ownership or leasehold interest) in any Village public rights-of-way, but is a license only for the use and occupancy of the Approved PROW Locations for the limited purposes stated in this Agreement. The License does not grant or convey any permission or right in the Licensee to provide telecommunication services of any kind within the Village. The Licensee acknowledges the jurisdiction of the Village to regulate its public rights-of-way and agrees to comply with the PROW Construction Regulations and the Supplemental Requirements.

Notwithstanding the limited scope of the License, in the event of an emergency or other unexpected major repair, the Licensee may access Village public rights-of-way to undertake emergency maintenance or repair work as required under the circumstances. All emergency maintenance or repair work must comply with the requirements for emergency maintenance in the PROW Construction Regulations and the Supplemental Requirements.

**SECTION 3. DESCRIPTION OF FIBER FACILITIES.**

**A. Facility Specifications.** The Fiber Facilities for which the License is granted are composed of dedicated fiber optic cable and related components. The components of, and the general plans for, the Fiber Facilities are depicted in **Exhibit C** (“**Facility Specifications**”).

**B. Changes to Type or Scope of Facilities.** The License is granted only for Fiber Facilities matching the Facility Specifications and the Approved PROW Locations. If the Licensee desires to expand the Fiber Facilities into any additional locations or install Fiber Facilities differing from those depicted in the Facility Specifications, then the Licensee must request, in advance and in writing, the approval of the Village for that expansion or alternative or additional equipment. The additions, alterations, or expansions must be documented in an addendum to this License Agreement approved by resolution of the Village Board.

**SECTION 4. CONSTRUCTION AND MAINTENANCE OF FIBER FACILITIES.**

**A. Construction Within and Use of Public-Rights-of-Way; Permits.**

1. Approved PROW Locations. Prior to the Installation of each Fiber Facility, the Licensee must obtain the written approval from the Village Director of Public Works for the location of each proposed Installation. Prior to approving a location, the Director of Public Works may consider numerous factors, including, without limitation, whether it is practical to install the Fiber Facilities in a rear yard easement instead of adjacent to the front yard of a property; the impact the Installation may have on roadways, sidewalks, and landscaping; potential conflicts with existing or future utilities and infrastructure; and the potential damage that Installation may cause to Village infrastructure.

2. Construction Within and Use of Public Rights-of-Way. All construction performed pursuant to the rights provided to Licensee by the Agreement must comply with the PROW Construction Regulations, the Supplemental Requirements, and other applicable laws, ordinances, and regulations. The Licensee must not interfere with property of Village and other authorized users of the Approved PROW Locations or any other public rights-of-way. This Agreement does not authorize the Licensee to use, enter upon, or otherwise encroach on, any

privately-owned property except if within a Village easement or compatible municipal utility easement identified within the Approved PROW Locations.

3. Permits. The Licensee must secure all required permits, including Village permits, for the Installation of the Fiber Facilities prior to commencing Installation of the Fiber Facilities. The Licensee also must post a Security Fund with the Village in the forms and amounts required by the PROW Construction Regulations and the Supplemental Requirements, but in amount of no less than \$100,000.00 as set forth and administered as set forth in **Exhibit B**.

4. Fees. The Licensee is not required to pay any additional fees to the Village under this Agreement, so long as the Licensee is subject to any state-levied tax for use of rights of way such as: (a) the Licensee maintains its status as a Telecommunications Retailer under the Telecommunications Infrastructure Maintenance Fee Act (35 ILCS 635/1 *et seq.*), and (b) the Licensee timely pays the taxes imposed by the Simplified Municipal Telecommunications Tax Act (35 ILCS 636/5-1 *et seq.*) to the State of Illinois. If at any time the Licensee is no longer subject to any state-levied tax for use of rights of way, then the Licensee must pay all applicable and required Village fees, taxes, and other compensation required by the Village in exchange for the License.

5. Public Communication / Outreach. At the request of the Village, the Licensee must send by certified or registered mail, return receipt requested, notice of any construction to all properties to be impacted by the construction. If the mailed notice required by this section is sent more than 30 days prior to the commencement of the construction, Licensee shall be required to provide supplemental notice, not less than 15 days nor more than 30 days prior to commencing any non-emergency construction, by placing door hangers on properties to be impacted by the construction.

**B. Installation and Maintenance of Fiber Facilities.**

1. The Licensee must maintain the Fiber Facilities in a good and safe condition at all times and in compliance at all times with applicable federal, State of Illinois, and Village regulations, including, without limitation, the PROW Construction Regulations and the Supplemental Requirements.

2. In the event that any of Licensee's boxes or other ground level or above grade Fiber Facilities are damaged or in need of repair, the Licensee shall conduct and complete the repairs within 14 days of receipt of notice from the Village, provided that the Village may grant extensions in the event inclement weather makes the repairs infeasible.

3. The Parties acknowledge and agree that this License is granted in consideration for the Licensee's promise to provide telecommunications services to those properties adjoining and adjacent to the Approved PROW Locations. The Licensee must complete construction of all of the Fiber Facilities at the Approved PROW Locations, Restoration (as defined below), and offer telecommunications service to adjoining properties within two years.

**C. Property Restoration and Repairs.**

1. Obligation to Restore and Repair. Licensee must restore all areas disturbed by the Licensee's Installation of the Fiber Facilities in full compliance with both the

PROW Construction Regulations and this Agreement, including the Supplemental Requirements (“**Restoration**”). Licensee hereby guarantees all Restorations for a period of two years after each Restoration is completed and inspected by the Village (“**Guarantee Period**”).

2. **Failure to Restore and Repair.** If the Licensee fails to perform any required Restoration within the required time period, then the Village may undertake the Restoration, at the Licensee’s expense, using the Village’s own forces or third-party forces. The Licensee must reimburse the Village for all costs and expenses incurred by the Village related to the Restoration, including reasonable administrative costs and legal fees, within 21 days after receipt of an invoice of those costs and expenses from the Village. The invoice must include reasonable detail of the costs and expenses and must include receipts or other documents when available. If the Licensee fails to pay the Village within the 21-day period, then the Village may issue a notice to the Licensee that the Village will (i) reimburse itself from the Security Fund and (ii) terminate this Agreement if payment is not received within 14 days after the date of that notice. If the Licensee fails to pay the Village within that 14-day period, then the Village may immediately terminate this Agreement.

**D. Duty to Provide Information.** Within 15 days after receipt of a written request from the Village, Licensee must furnish any information requested that is necessary, as determined by the Village, for the Village’s management of the public right-of-way and reasonably related to the subject matter of the Agreement or the Installation of the Fiber Facilities, the License, and any business activities related to the License or business operations of Licensee in the Village.

**SECTION 5. LIABILITY AND INDEMNITY AND INSURANCE.**

**A. No Liability for Damage to Fiber Facilities.** Unless directly and proximately caused by a willful, intentional, or malicious act of the Village, the Village will not be liable for, and the Licensee expressly waives all claims it may have against the Village for, any and all damage to or loss of the Fiber Facilities. The Licensee further acknowledges and agrees that, this waiver includes claims related to damage caused to Licensee’s Facilities by the Village when engaging in any excavation or digging activities related to the installation, repair, maintenance, or replacement of Village utilities unless the damage is caused by the willful, intentional, or malicious act of the Village.

**B. Indemnification.** To the fullest extent permitted by law, and in addition to any indemnification requirements set forth in the PROW Construction Regulations, the Licensee will hold harmless, indemnify, and defend the Village and all of its officials, officers, employees, attorneys and agents (collectively, “**Indemnified Parties**”) from and against all injuries, deaths, losses, damages, claims, demands, suits, liabilities, judgments, costs, and expenses, including reasonable attorneys’ fees (collectively “**Claims**” and each a “**Claim**”), to the extent they arise out of, or result from, whether directly or indirectly, any act or omission of the Licensee or any of its affiliates, officials, officers, employees, agents, contractors, or subcontractors the Agreement, Installation of the Fiber Facilities, the Licensee’s use of the Village’s public rights-of-way, or the provision of services over the Fiber Facilities.

**C. No Limitation or Subrogation.** The indemnification and defense required by this Agreement are not limited by the amount of the insurance available to either party and will not be subject to subrogation. The Licensee, as to its own acts or omissions, will, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the Indemnified Claims.

**D. Insurance.** The Licensee must comply with, and maintain insurance in accordance with, the insurance requirements contained in Section 19-71 of the PROW Construction Regulations at all times when Installation is taking place and when any part of the Fiber Facilities is located within any Village public right-of-way.

**E. Security.** The Licensee must provide a “Security Fund” in compliance with the PROW Construction Regulations and the Supplemental Requirements.

**SECTION 6. TERM; TERMINATION.**

**A. Term of Agreement.** The term of this Agreement is five years, beginning on the date the Village first issues a permit for the Installation (“**Initial Term**”). Following the Initial Term, this Agreement will automatically renew for successive five-year terms provided that the Licensee is in full compliance with the terms and conditions of this Agreement at the time of renewal (“**Renewal Terms**”), unless Licensee provides notice to the Village that it does not wish the Agreement to renew at least 90 days before the end of the then-current Initial Term or Renewal Term or the Village provides notice to the Licensee under Section 6.B.2. below of an unremedied violation and that the Village does not wish the Agreement to renew at least 90 days before the end of the then-current Initial Term or Renewal Term. In the event this Agreement is not renewed, and upon notice from the Village, the Licensee must remove all above-ground components of the Fiber Facilities it has installed (including ground-level boxes), as well as any portion of its Fiber Facilities that demonstrably impede the Village’s subsequent uses from all Village rights-of-way, as those portions are reasonably designated by the Village, and complete the Restoration of all the rights-of-way as required by this Agreement. Further, all conduit containing Fiber Facilities that is being abandoned by Licensee must be clearly identified by unique markings or coloring.

**B. Termination of Agreement.**

1. **Termination by Licensee.** Subject to the conditions stated in this Section 6.B.1, the Licensee may terminate this Agreement at any time and for any reason upon 30 days advance written notice to the Village of its intention to terminate; provided, however, that all unfulfilled or unfinished obligations of the Licensee under this Agreement, whether payment obligations, Restoration, or any other obligation, will survive termination, and the Licensee will continue to be responsible and liable for completion of all unfulfilled or unfinished obligations.

2. **Termination by Village.** Subject to the conditions stated in this Subsection B, the Village may terminate this Agreement for any of the following causes:

- a) A material violation of any term of this Agreement and the Licensee’s failure to completely cure that violation within 15 days after receipt of written notice by the Village that identifies the violation, unless the required cure is physically or practically impossible due to environmental conditions (e.g. frozen or flooded ground) or uncontrollable circumstances in which case, the cure must be initiated by the Licensee within 15 days and pursue diligently until completion.
- b) The material failure of Licensee to comply with all applicable federal, State of Illinois, or local laws, ordinances, rules, and

regulations including the PROW Construction Regulations and the Supplemental Requirements.

- c) The Licensee makes a fraudulent, false, misrepresenting, or materially incomplete statement in seeking this Agreement, that is relied upon for renewal of this Agreement, or in a permit application.
- d) Installation of the Fiber Facilities is contrary to the plans and specifications approved by the Village or outside the scope of the License approved by this Agreement.
- e) The Licensee is adjudged to be bankrupt, has a receiver appointed for it, makes an assignment for the benefit of creditors, or has a significant amount of its property sold under the execution or other legal process or is seized by creditors.
- f) The Licensee transfers this License without the Village approval required under this Agreement.
- g) The Licensee ceases its business operations or ceases operation of the Fiber Facilities, unless the cessation of operation was due to circumstances beyond the reasonable control of the Licensee and the Licensee resumes operations within 30 days after they were ceased.
- h) Any portion of the Fiber Facilities presents a direct or imminent threat to the public health, safety, or welfare—whether due to its location, condition, or other circumstance—and the Licensee fails to mitigate that threat promptly.
- i) Failure to provide the required traffic control during Installation; and to respond to requests from the Village to correct such deficiencies within a reasonable time.
- j) Failure to perform any Restoration as required pursuant to Section 4 of this Agreement.

As part of the termination of this Agreement by the Village, the Village will direct the Licensee as to what portion of the Fiber Facilities, if any, the Village reasonably deems to impede the Village's subsequent use of its public rights-of-way and the Licensee must remove from the Village's public rights-of-way. The Licensee must remove all above-ground components of the Fiber Facilities it has installed, including all ground-level boxes. Any portion of the Fiber Facilities designated for removal must be removed by the Licensee at its expense within 30 days after the date of termination, or as otherwise agreed to by the Village, and the Licensee must restore all disturbed public rights-of-way to the standards in the ROW Construction Regulations. All conduit containing Fiber Facilities that is being abandoned by Licensee must be clearly identified by unique markings or coloring. The Licensee must transfer to the Village all rights, title, and interest to all portions of the Fiber Facilities that remain via a bill of sale; provided, however, that even in the absence of a bill of sale, the parties explicitly agree that ownership in any Fiber Facilities abandoned in place after the termination or expiration of this Agreement and any deadline provided to remove them will automatically transfer to the Village.

**SECTION 7. ENFORCEMENT.**

**A. Enforcement.** The Village and the Licensee may, in law or in equity, by suit, action, mandamus or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this Agreement; provided, however, that the Licensee agrees that it will not seek, and does not have the right to seek, recovery of a judgment for monetary damages against the Village or any Village elected or appointed officials, agents, representatives, attorneys or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

**B. Prevailing Party.** In the event of a judicial proceeding brought by one party against the other party, the prevailing party in the judicial proceeding is entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

**SECTION 8. GENERAL PROVISIONS.**

**A. Transfer or Assignment of Agreement.** This Agreement is binding on, and inures to the benefit of the Village and the Licensee their successors and assigns. Except as stated in this Section 8, the Licensee has no right or authority to transfer or assign the License, this Agreement, or any interest in any part of the License or this Agreement without the prior, express, written consent of the Village, which consent may not be unreasonably withheld or delayed so long as the assignment has no adverse impact on the Approved ROW Locations and the assignee fully assumes all of the Licensee's obligations under the Agreement. The Licensee may assign this Agreement without consent to an affiliate or to a successor in connection with a merger, reorganization, or sale of all or substantially all of the Licensee's assets or ownership, but only so long as the assignment has no material adverse impact on the Approved ROW Locations and the assignee fully assumes all of the Licensee's obligations under the Agreement.

**B. Complete Agreement; Amendments.** This Agreement represents the entire agreement between the Village and the Licensee. This Agreement may be amended only in writing with the signatures of properly authorized representatives.

**C. Incorporation of Exhibits.** Exhibits A through D are hereby incorporated as substantive provisions of this Agreement.

**D. Governing Law; Venue.** This Agreement will be governed, interpreted, and construed in accordance with the laws, but not the conflicts of law rules, of the State of Illinois. The venue for any dispute between the parties will be in the Circuit Courts of Lake and Cook Counties, Illinois, or the United States District Court for the Northern District of Illinois.

**E. Taxes.** Nothing contained in this Agreement will be construed to exempt the Licensee from any fee, tax, property tax levy, or assessment that is or may be hereafter lawfully imposed, and the Licensee will be responsible for the payment of any taxes assessed relative to its use of the Village's public rights-of-way or its operation of the Fiber Facilities.

**F. No Waiver.** The waiver by a party of a particular breach of this Agreement or the failure of a party to enforce a particular term of this Agreement at any particular time, or for any period of time, will not be construed or deemed to be a waiver any other breach or a bar from enforcing any other term.

**G. Conflict.** In the event of a conflict between this Agreement, the PROW Construction Regulations, or the Supplemental Requirements the term or provision that is stricter or more protective of the Village controls.

**H. Notice.** A notice under this Agreement must be in writing and will be deemed to be served effectively when deposited in the mail with sufficient first-class postage affixed and addressed to the party at the party's place of business. Notices must be addressed as follows:

If to Village: Village of Deerfield  
850 Waukegan Road  
Deerfield, IL 60015  
Attn: Village Manager

If to Licensee: i3 Broadband LLC  
602 High Point Lane  
East Peoria, IL 61611  
Attn: Vice President of Construction

**I. Good Faith Cooperation.** The Licensee and the Village agree that in the event a decision by a regulatory authority at the federal, state, or local level requires modifications of this Agreement then the Licensee and the Village will negotiate in good faith to modify this Agreement to permit each of them, to the extent practicable, to enjoy the intended benefits of this Agreement. The Licensee and the Village otherwise mutually agree to cooperate with each other in good faith to perform their duties and obligations under this Agreement.

**J. Force Majeure.** The Village and the Licensee will not be responsible for any failure to perform or delay in performance due to unforeseen circumstances or due to a cause beyond the party's control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, or accidents.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS THEREOF**, the Village and the Licensee have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

ATTEST:

**VILLAGE OF DEERFIELD**

By: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

**i3 BROADBAND, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**  
**VILLAGE RIGHTS-OF-WAY**

## EXHIBIT B

### **SUPPLEMENTAL REQUIREMENTS** **FOR PUBLIC RIGHT-OF-WAY FIBER INSTALLATIONS**

The following requirements are supplemental to, and shall be read in concert with, the requirements of the Village's PROW Construction Regulations. In the event of a conflict between the PROW Construction Regulations and these Supplemental Requirements, the requirement that is stricter or more protective of the Village governs.

#### **Level of Service for Customers and Municipal Facilities**

- **Municipal Facilities:** Licensee will provide fiber service to all publicly-owned or operated facilities listed in ***Exhibit D*** to this Agreement. The provision of fiber service to Village facilities shall be under following conditions:
  - No connection/installation fees may be charged
  - No monthly service fees may be charged
  - No equipment sale/lease fees may be charged
  - No service cancellation fees may be charged
- **Residential Customers:** Licensee will provide fiber service to residential customers within municipality under following conditions:
  - No connection/installation fees may be charged
  - No equipment sale/lease fees may be charged for equipment necessary to connect to base level service. Fees may be charged for equipment required to access supplemental services (e.g. wi-fi repeaters, boosters, AV connections)
  - No service cancellation fees may be charged to residential customers.

#### **Permit Application Requirements and Time Limits**

- **Minimum and Maximum Service Connections Per PROW Construction Permit:**
  - No PROW construction permit may be issued to Licensee unless the installation covered by the permit will support a minimum of 100 service connections to residences or commercial units.
- **Time Limit on Permit Validity:** No Village PROW construction permit will remain open beyond the time limits set forth below:
  - Work may not commence on a permit on any block where another fiber provider has commenced installation work pursuant to a validly issued permit and has not completed restoration.
  - If work has not commenced on the installation within 60 days after the date of permit issuance, the permit will be cancelled and a new permit application and fee for installation in same location will be required.
  - If installation has commenced but not been completed (including all Restoration) within 90 days after commencement of work, the permit will be cancelled, all ongoing work will cease, and the Village will be authorized to commence Restoration, including reimbursement of its costs from the restoration deposit.

- Municipal Facilities: All PROW construction permit applications must identify all municipally-owned facilities that will be located within construction area and eligible for fiber installation.
- Security Fund: A security fund/restoration deposit in the amount of \$100,000 will be required to be provided to the Village as a precondition of the issuance of a PROW construction permit. The security fund must be in the form of a cash deposit. The Security Fund will be either returned to the Licensee upon completion of all Installation, Restoration, inspection and approval of the restored PROW and closing out of all of the permits issued by the Village or assigned to another open permit that does not yet have its own Fund; provided that the Village may maintain \$25,000 until the expiration of the Guarantee Period.
- Reimbursement of Municipal Third-Party Costs: Licensee will reimburse the Village for any third-party consultants it requires to review and inspect permit applications, plans, or work sites for compliance with the ROW Construction Regulations and these supplemental requirements.

### **Supplemental Construction and Restoration Requirements**

- Directional Boring Required: All installations of Fiber Facilities must be conducted through directional boring rather than jacking or open trench installation except as may be approved by the Village, which approval may be withheld in the Village's sole discretion.
- Location of Fiber Facilities: All installation of the Fiber Facilities must be made in existing easements on either (i) private property (e.g. in back yards) where easements are available or (ii) within public rights-of-way, with a preference to the use of rear yards. Where possible, Fiber Facilities should be installed to run parallel and same general location to other fiber/cable installations to keep "like with like."
- Tree Survey: The Village will have the right to retain an arborist report regarding impact on trees in PROW that may be affected by construction, which costs for such report shall be reimbursed by the Licensee. The Licensee must perform the protection methods recommended by the arborist to protect those trees identified in the report.
- Local Representative: Licensee will designate an employee or agent of the Licensee who is able to be on-site at an installation location within 24 hours' time to address and resolve issues.
- Pre-Dig Meetings: Licensee's Local Representative and its installation contractor must participate in pre-dig meetings with the municipality's designated representative.
- Detection and Inspection of Impacted Municipal Utilities: Licensee will work with the Village to identify all utility mains and lines with a view of any lateral lines for each phase of the Licensee's Installation. The Licensee must televise any sanitary and storm sewer main with a view of the lateral lines and submit a copy of the footage with its permit submission. For locations where conflicts are unlikely due to sufficient vertical or horizontal separation, the Village may, in its sole discretion, allow the Licensee to pothole existing municipal utilities to verify location and condition in place of televising the utilities.

- Handholes and Conduits. The Licensee must label each handhole it installs, with clear indication of Licensee's ownership of conduit, per Village's direction. All conduit containing Fiber Facilities installed by Licensee must be clearly identified by unique markings or coloring.
  
- Notice to Impacted Property Owners: In addition to all notices required by the Agreement, Licensee will provide written notices, in the form of door hangers or physically posted letters, to notify private property owners of dates and scope of installation activities that will impact their properties. Such notices will provide property owners with project specific website capable of accepting concerns/complaints, email and telephone contact information for both the Licensee's Representative and the installation contractor.
  
- Restoration Requirements
  - Service connection to individual users must be buried within 7 days.
  - Restoration must be completed within 10 business days after installation of Fiber Facilities on a block (from intersecting/ intercepting street to intersecting/ intercepting street) is completed.
  - All disturbed or damaged grass areas must be replaced with good quality sod and appropriate sod care instructions shall be delivered to each property. In the event that the sod does not survive or remain healthy, the Licensee must replace the sod upon the Village's reasonable request.
  - All disturbed or damaged landscaping areas, including the rock beds, flowers, and mulch located therein, must be replaced or repaired to preexisting conditions, or close to it as possible.
  - In the Village's discretion, it may permit a property owner to retain their own contractor to perform restoration of any damaged or disturbed landscaping and grass, in which case the Licensee must reimburse the owner for their reasonable costs; and in the event that the Licensee fails to reimburse an owner, the Village can use funds in the Security Fund to reimburse the owner and the Licensee shall replenish the Security Fund within 10 business days upon request from the Village.
  
- Work Dates and Hours: Except in cases of emergency, the Licensee may not engage in construction activities between the hours of 7:00 p.m. and 7:30 a.m. on weekdays. Notwithstanding anything to the contrary set forth herein, except in cases of emergencies or when the Village provides prior written permission to the Licensee, the Licensee may not engage in construction activities on weekends, national holidays, Village-observed holidays, and Jewish holidays specified by the Village, including the first two days of Rosh Hashanah, Yom Kippur, and the first day of Passover.

**EXHIBIT C**  
**FIBER FACILITY SPECIFICATIONS**

**EXHIBIT D**  
**MUNICIPAL FACILITIES**

<b>Wastewater</b>	<b>Address</b>	<b>City</b>	<b>State</b>
<u>Wilmot Road Lift Station</u>	<u>1190 Wilmot Road</u>	<u>Deerfield</u>	<u>IL</u>
<u>Deerfield Road Pump Station</u>	<u>1199 Deerfield Rd</u>	<u>Deerfield</u>	<u>IL</u>
<u>WRF</u>	<u>1045 Hackberry Rd</u>	<u>Deerfield</u>	<u>IL</u>
<u>North Ave Lift Station</u>	<u>845 North Avenue</u>	<u>Deerfield</u>	<u>IL</u>
<u>Warwick Road Pump Station</u>	<u>325 Warwick Rd</u>	<u>Deerfield</u>	<u>IL</u>
<u>East Side Pump Station</u>	<u>297 River Road</u>	<u>Deerfield</u>	<u>IL</u>
<u>Deerbrook Mall Lift Station</u>	<u>150 S Waukegan Rd</u>	<u>Deerfield</u>	<u>IL</u>
<u>Pfingsten Road Lift Station</u>	<u>111 Pfingsten Rd</u>	<u>Deerfield</u>	<u>IL</u>
<b>Water</b>	<b>Address</b>	<b>City</b>	<b>State</b>
<u>Mitchell Park Reservoir</u>	<u>1500 Arbor Vitae Rd</u>	<u>Deerfield</u>	<u>IL</u>
<u>Richfield Reservoir</u>	<u>2035 Richfield Ave</u>	<u>Highland Park</u>	<u>IL</u>
<u>Hawthorne Reservoir</u>	<u>1900 Hawthorne Lane</u>	<u>Deerfield</u>	<u>IL</u>
<u>Elevated Tank</u>	<u>700 Kates Rd</u>	<u>Deerfield</u>	<u>IL</u>
<u>North Feed Booster Station</u>	<u>940 High School Dr</u>	<u>Deerfield</u>	<u>IL</u>
<b>Misc</b>	<b>Address</b>	<b>City</b>	<b>State</b>
<u>Village Hall</u>	<u>850 Waukegan Rd</u>	<u>Deerfield</u>	<u>IL</u>
<u>Public Works Department</u>	<u>465 Elm St</u>	<u>Deerfield</u>	<u>IL</u>
<u>Deerfield Metra Station</u>	<u>860 Deerfield Rd</u>	<u>Deerfield</u>	<u>IL</u>
<u>Lake Cook Metra Station</u>	<u>601 Lake Cook Rd</u>	<u>Deerfield</u>	<u>IL</u>
<u>Cranshire Ct Storm Pumping Station</u>	<u>1658 Cranshire Ct</u>	<u>Deerfield</u>	<u>IL</u>
<u>Deerpath Storm Pumping Station</u>	<u>719 Deerpath Dr</u>	<u>Deerfield</u>	<u>IL</u>
<u>Deerfield-Bannockburn Fire Station</u>	<u>500 Waukegan Rd</u>	<u>Deerfield</u>	<u>IL</u>

## REQUEST FOR BOARD ACTION

**Agenda Item:** 26-58

**Subject:** Resolution to Approve Agreement for Engineering Related Services for Utility Installation

**Action Requested:** Approve Resolution

**Originated By:** Public Works and Engineering

**Referred To:** Mayor and Board of Trustees

### **Summary of Background and Reason for Request**

Recently, private fiber-optic utility companies have been aggressively expanding within the Chicagoland area. The companies install new fiber-optic networks throughout a municipality to help meet the rising demand for high-speed internet. The fiber optic networks generally support a high percentage of a municipality through multi-year projects. The project will provide service, thereby affecting nearly every property within the Village and will require extensive plan reviews prior to issuing permits, as well as necessitating oversight during construction. As such, the Village is seeking to partner with an area engineering firm to provide this effort throughout the fiber installation process.

As with other private developments, the Village and the fiber installer have executed an agreement, in this case a Public Right of Way Use Agreement, outlining the Permittee's responsibility with respect to applicable codes for building and site construction. The Development Agreement requires that an outside professional engineering firm perform permit plan reviews, construction observation, on-site inspections, and construction documentation to ensure compliance with approved engineering plans and specifications.

Staff conducted interviews with various engineering consultants in early 2024 as part of the qualifications-based selection process. Christopher B Burke Engineering, Ltd. (CBBEL) demonstrated their ability to best meet our needs for this project and has done so on past projects as well. Their familiarity with utility development and understanding of local, county and state requirements associated with this project makes CBBEL an ideal candidate for the project.

CBBEL has submitted a proposal for plan review and construction engineering services outlining their approach. Their services will include a full engineering review of plan sets, full time inspection and documentation of construction activities, and various other oversight responsibilities. As part of the Agreement, the Village of Deerfield is required to administer the contract and pay all engineering fees and direct costs subject to reimbursement by the installer.

We have received a proposal in the amount of \$240,000 from CBBEL to complete the work. Staff recommends that the Village Board authorize the resolution to approve agreement for engineering related services for utility installation in the amount not to exceed \$240,000.

### **Reports and Documents Attached:**

Resolution

**Date Referred** June 1, 2026

**Action Taken:** \_\_\_\_\_

VILLAGE OF DEERFIELD

RESOLUTION NO. 2026-\_\_\_\_\_

**A RESOLUTION APPROVING AN AGREEMENT WITH CHRISTOPHER B. BURKE  
ENGINEERING, LTD. FOR ENGINEERING RELATED 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 related services for the installation of fiber-optic utilities throughout the Village (“*Services*”); and

**WHEREAS**, the Village received a proposal from Christopher B. Burke Engineering, LTD., of Rosemont, Illinois (“*Consultant*”) to provide the Services for an amount not to exceed \$240,000.00; and

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

**WHEREAS**, the Mayor and Board of Trustees have determined that entering into the Agreement with Consultant 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 AGREEMENT.** Pursuant to the Village’s home rule authority, the Agreement by and between the Village and Consultant 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 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 final Agreement upon receipt by the Village Clerk of at least one original copy of the final Agreement executed by Consultant; 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 4: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

ABSTAIN:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO:

---

Daniel C. Shapiro, Mayor

ATTEST:

---

Kent S. Street, Village Clerk

**EXHIBIT A**  
**AGREEMENT**



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

May 26, 2026

Village of Deerfield  
465 Elm Street  
Deerfield, IL 60015

Attention: Robert Phillips, P.E. Director of Public Works and Engineering

Subject: Proposal for Professional Engineering Services  
Review of Plans for Fiber Optic Installation  
(CBBEL Project No.01.P260108)

Dear Bob:

We are pleased to submit this proposal for Professional Engineering Services to the Village of Deerfield for the review of plans for the installation of fiber optic lines in the Village, and construction inspection during the installation of those fiber lines. It is our understanding that the Village is entering into a license agreement with a fiber company (i3) who will be installing conduit for residential fiber internet services. Based on discussions with CBBEL staff on February 13, 2026, we understand that the Village will be split into four quadrants, with permitting and installation occurring in one quadrant at a time. Each quadrant is approximately 0.75 to 1.25 square miles in area.

**Review of Permit Plans**

This task will consist of reviewing the permit plans submitted by the fiber company as part of their application. Based on our experience in other communities, we presume that they may separate each quadrant into more than one plan set and permit application. We understand that the first plan set (generally northwest of Deerfield Rd and Wilmot Rd) was submitted to the Village at the end of April 2026. The plans will be reviewed with respect to the Village GIS database which includes existing easements and utilities. We understand it is a Village requirement that all fiber lines will be installed in rear yard easements to the extent possible and will be directionally bored. We will use guidelines we have developed for use on similar projects in other towns as a baseline, with input from Village staff for additional content and requirements if desired. Typical items we require on plans include location and elevation of all Village utilities, bore pit locations, handhole and junction box locations, private utilities (e.g. ComEd, NiCor, AT&T, etc.), required general notes, and other pertinent information. A review letter itemizing comments will be provided, and we can also provide a marked-up set of drawings with our comments, if requested when the review is assigned to us. If a quadrant is separated into multiple plans sets, and they are submitted at the same time, we will review based on

the stated priority of the Village and applicant. It is anticipated that each plan set will require at least one resubmittal before we recommend approval. Our approach is to have younger engineers with less than five years of experience perform the detailed review, with oversight and supervision by senior engineers. All plans and review comments will have quality control evaluations by senior engineers prior to release of the final letters.

### **Construction Inspection**

This task will consist of providing on-site construction inspection services during installation of the fiber lines. A CBBEL engineering representative will be on the construction site(s) full time while installation is in progress. We will serve as the Village's representative to verify the installation is following the permitted plans, that disruption to private property and public right of way is minimized, that excavations are backfilled as promptly as possible, and that restoration is completed. We will be available to field resident concerns and serve as the Village's liaison to the contractor. It is understood that there may be multiple construction crews in town at the same time, and we will move from location to location throughout the day. Daily logs of progress and issues will be kept and provided to the Village in a weekly summary report. Prior to the start of each phase, we will photograph the routes and then do so upon completion of installation to photo-document the pre-project and post-project conditions. At this time, we anticipate that our assignment will be to observe the primary fiber installation, and not individual house connections, however we can also be involved in that aspect, if requested.

### **Estimate of Fees**

Because it is unknown at this time what the format and level of detail of the permit plan sets will be, or even who the applicant will be, this proposal is based on the project being billed on an hourly basis. Based on similar reviews in other towns, it is anticipated that the level of effort required will result in the review fees for each quadrant, whether submitted as one plan set or multiple sets, will be in the range of \$20,000 - \$24,000, with resubmittals being approximately half of that amount. Billing will be on an hourly basis plus direct costs for mileage and tolls in accordance with the attached rate schedule, and are subject to increase on January 1, 2027, and subsequent years. We suggest a budget of \$40,000 per quadrant, however this value may vary depending on the quality of the plans submitted, and number of resubmittals.

It is not known at this time when construction will start or how long it will last, therefore a suggested budget cannot be provided for the inspection services. Billing will be on an hourly basis plus direct costs for mileage and tolls in accordance with the attached rate schedule, and are subject to increase on January 1, 2027, and subsequent years. With the project definition still somewhat undefined, we suggest a budget of \$200,000. We will track the budget with each invoice and notify you if we are approaching that amount.

Review and inspection of each permit phase will be tracked separately for record keeping purposes.

We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the attached General Term and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Please note that meetings and additional services performed by CBBEL that are not included as part of this proposal will be billed on a time and materials basis and at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael Kerr, PE  
President

Encl. Schedule of Charges  
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND  
CONDITIONS ACCEPTED FOR THE VILLAGE OF DEERFIELD:

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**CHRISTOPHER B. BURKE ENGINEERING, LTD.  
STANDARD CHARGES FOR PROFESSIONAL SERVICES  
EFFECTIVE JANUARY 1, 2026 THROUGH DECEMBER 31, 2026**

<u>Personnel</u>	<u>Hourly Rate</u>
Engineer VI	290
Engineer V	250
Engineer IV	215
Engineer III	190
Engineer I/II	165
Survey V	250
Survey IV	235
Survey III	215
Survey II	170
Survey I	145
Engineering Technician V	230
Engineering Technician IV	205
Engineering Technician III	150
Engineering Technician I/II	135
CAD Manager	225
CAD Technician II	165
CAD Technician I	145
GIS Specialist III	190
GIS Specialist I/II	165
Landscape Architect II	215
Landscape Architect I	190
Landscape Designer III	165
Landscape Designer I/II	130
Environmental Resource Specialist V	250
Environmental Resource Specialist IV	205
Environmental Resource Specialist III	175
Environmental Resource Specialist I/II	150
Environmental Resource Technician	150
Business Operations Department	170
Project Specialist	125
Engineering Intern	95
Transportation Planner VI	290
Transportation Planner V	250
Transportation Planner IV	215
Transportation Planner III	190
Transportation Planner I/II	165
Communications V	220
Communications IV	195
Communications III	170
Communications I/II	150

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage      Cost + 12%

These rates are in effect until December 31, 2026, at which time they will be subject to change.

CHRISTOPHER B. BURKE ENGINEERING, LTD.  
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.